

## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN**

**June 5, 2007**

**7:30 PM**

**Aldermanic Chambers  
City Hall (3<sup>rd</sup> Floor)**

1. Mayor Guinta calls the meeting to order
2. The Clerk calls the roll.

### **CONSENT AGENDA**

3. Mayor Guinta advises if you desire to remove any of the following items from the Consent Agenda, please so indicate. If none of the items are to be removed, one motion only will be taken at the conclusion of the presentation.

### **Pole Petitions – Approve under the supervision of the Department of Highways**

- A. PSNH Pole Petition #11-1157 located at 14 Goebel Street; and PSNH Pole Petition #11-1158 located on Gingras Avenue.

### **Informational – to be Received and Filed**

- B. Manchester Health Department Monthly Report Summary, May 2007.
- C. Communication from Martin Boldin, OYS Director, expressing gratitude to the Board for having given permission to relocate to new quarters.
- D. Communication from Paul Boynton, President & CEO of Moore Center Services, Inc., expressing hope that the Board will continue to support MCTV.

## **REFERRAL TO COMMITTEES**

### **COMMITTEE ON FINANCE**

**E. Resolution:**

“Amending the FY2007 Community Improvement Program, authorizing and appropriating funds in the amount of Two Thousand Five Hundred Dollars (\$2,500) for the FY2007 CIP 310307 Foreign Language Audio Discs Project.”

## **REPORTS OF COMMITTEES**

### **COMMITTEE ON HUMAN RESOURCES/INSURANCE**

**F. The Committee on Human Resources/Insurance respectfully recommends, after due and careful consideration, that the Board approve a request of the Parking Manager for a new position of Customer Service Representative II, salary grade 12.**

*(Aldermen Gatsas, Pinard and Shea voted yea. Aldermen Duval and Garrity were absent.)*

**G. Advising that it has approved Ordinance:**

“Amending Sections 33.024, 33.025, & 33.026 ((Assistant Airport Director (Finance & Administration) to Deputy Airport Director)), of the Code of Ordinances of the City of Manchester.”

1. providing for the reclassification of the Assistant Airport Director of Finance and Administration to a new class specification, Deputy Airport Director, changing the salary grade from 25 to 27; and
2. the reclassification of the Property and Contract Administrator to Property and Contract Coordinator, changing the salary grade from 20 to 17

and is recommending same be referred to the Committee on Bills on Second Reading for technical review.

*(Aldermen Gatsas, Pinard and Shea voted yea. Aldermen Duval and Garrity were absent.)*

## COMMITTEE ON LANDS AND BUILDINGS

- H. Advising that it has approved a proposal for a “green roof” for the City Hall Connector, under the supervision of the Building Maintenance Division and City Clerk.

*(Unanimous vote)*

- I. Recommending that the Board of Mayor and Aldermen approve the enclosed purchase and sales agreement for property known as the so-called “Jac Pac” site located on Hancock Street subject to the following amendment:

Section 11.01 interjecting language in the last line after “(Economic Development Office)” to read ‘*the Ward 3 Alderman or (the Ward 3 Alderman’s designee)*,”.

The Committee further recommends that the Mayor be authorized to execute such modified agreement for and on behalf of the City subject to the review and approval of the City Solicitor.

*(Unanimous vote)*

- J. Recommending that the Board of Mayor and Aldermen approve a License Agreement between MHRAI, Inc. and Energy North Natural Gas, Inc. d/b/a KeySpan Energy Delivery New England for property located at 163 Hancock Street providing for the temporary storage and processing of sediment that shall be dredged from the Merrimack River as enclosed herein subject to the following modifications:

1. That the agreement contain language inclusive of pre-soil testing and post-soil testing requirements to be met by KeySpan;
2. That the agreement contain language of indemnification agreeable to the City Solicitor that covers both the City and future purchaser(s) as may be reflected in a purchase and sales agreement executed by the City; and
3. That should asphalt damages occur to the pavement area, the replacement of same be done with loam rather than paving.

The Committee recommends that the City's concurrence of approval of the agreement, be issued to the Manchester Housing and Redevelopment Authority by the Office of the City Solicitor when modifications have been made meeting the conditions set forth herein.

*(Unanimous vote)*

## **COMMITTEE ON PUBLIC SAFETY AND TRAFFIC**

**K. Advising that they have approved Ordinance:**

“Amending Chapter 70: Motor Vehicles And Traffic of the Code of Ordinances of the City of Manchester by expending the Residential Parking Permit Zone #1 in Section 70.55(D)(1) to include a portion of Elm Street.”

and recommends same be referred to the Committee on Bills on Second Reading for technical review.

*(Aldermen O'Neil, Shea, Roy and Long voted yea. Alderman Osborne was opposed.)*

**LADIES AND GENTLEMEN, HAVING READ THE CONSENT AGENDA, A MOTION WOULD BE IN ORDER THAT THE CONSENT AGENDA BE APPROVED.**

4. Nominations to be presented by Mayor Guinta, if available.
5. Confirmation of the nomination of Cathy Champagne to succeed Gary Long as a member of the Manchester Development Corporation, term to expire March 11, 2010.  
**A motion is in order to confirm the nomination as presented.**

6. Confirmation of nominations to the Central Business Service District Board as follows:

Diane Mercier to fill a vacancy as an at-large member, term to expire May 1, 2010; and

Rick Brenner to fill a vacancy, term to expire May 1, 2010.

**A motion is in order to confirm the nominations as presented.**

7. Confirmation of nominations to the Personnel Appeals Board as follows:

Craig S. Donais, Esq. To succeed Linda Capuchino, term to expire March, 2010; and

Mark Hobson to succeed Paul Martel, term to expire March, 2010.

**A motion is in order to confirm the nominations as presented.**

8. Mayor Guinta advises that a motion is in order to recess the regular meeting to allow the Committee on Finance to meet.

9. Mayor Guinta calls the meeting back to order.

### **OTHER BUSINESS**

10. Report(s) of the Committee on Finance, if available.

**Ladies and Gentlemen, what is your pleasure?**

11. Report(s) of the Committee on Public Safety and Traffic, if available.

**Ladies and Gentlemen, what is your pleasure?**

12. State Legislative update to be presented by Mayor Guinta, if available.

*(Note: update to be forwarded to Board members prior to meeting.)*

13. Communication from Frank Thomas, Public Works Director, requesting authorization to accept State funds and execute any related documents for the Household Hazardous Waste Collection Projects to be held in October 2007 and May 2008.

**Ladies and Gentlemen, what is your pleasure?**

14. Communication from Virginia Lamberton, Human Resources Director, on behalf of Sam Maranto, requesting the establishment of three class title codes for the Neighborhood Pride – Cleanstreets Pilot Youth Program; advising of an urgency to adopt same as it is a summer youth employment program.

*(Note: ordinance to adopt class titles and specifications enclosed.)*

**If the Board so desires, a motion is in order to suspend the rules and place the ordinance on its final reading at this time without referral to Committees.**

15. Communication from David Jagodowski, President of Friends of the Manchester Animal Shelter, submitting a proposed contract in the amount of \$69,000 per year for continued operating costs for the Animal Shelter.  
**If the Board so desires, a motion is in order to approve the contract and authorize the Mayor to execute same on behalf of the City, subject to the review and approval of the City Solicitor.**

16. Resolution: **(A motion is in order to read by title only.)**

“Amending the FY2007 Community Improvement Program, authorizing and appropriating funds in the amount of Two Thousand Five Hundred Dollars (\$2,500) for the FY2007 CIP 310307 Foreign Language Audio Discs Project.”

**If the Board so desires, a motion is in order that the Resolution pass and be Enrolled.**

### **TABLED ITEMS**

**A motion is in order to remove any of the following items from the table for discussion.**

17. Appropriating Resolution:  
*(If item removed, a motion is in order to read by title only.)*  
“A Resolution appropriating to the Central Business Service District the sum of \$244,000 from Central Business Service District Funds for Fiscal Year 2008.”

*Following reading by title amendments if any are in order followed by a motion that the Appropriating Resolution pass and be Enrolled (as amended).*

*(Tabled 04/17/2007)*

**(Note: CBSD report enclosed.)**

**18. Resolution:**

*(If item removed, a motion is in order to read by title only.)*

**“Continuation of the Central Business Service District.”**

*Following reading by title unless there be amendments, a motion that the Resolution pass and be Enrolled would be in order.*

*(Tabled 04/17/2007)*

**19. Report of the Committee on Community Improvement advising that it has requested staff to prepare documents to provide that the City agree to extend the term on the 2<sup>nd</sup> mortgage relating to Lowell Terrace Associates property located at the northwest corner of Lowell and chestnut Streets to coincide with the expiration of the existing first mortgage in 2013.**

*(Unanimous vote)*

*(Tabled 05/15/2007. Additional materials provided by Finance enclosed.)*

**20. Report of the Committee on Bills on Second Reading recommending that Ordinance:**

**“Amending the Zoning Ordinance of the City of Manchester by extending the B-2 (General Business) zoning district to include property currently zoned IND (Industrial) located on the south side of Gold Street east of the former Lawrence Branch of the B&M Railroad and including the following three lots Tax Map 875-14, 875-15, 875-16.”**

**ought to pass.**

*(Aldermen Duval, Lopez, Garrity and Pinard recorded in favor; Alderman Gatsas opposed.)*

*(Tabled 09/05/2006)*

21. Report of the Committee on Bills on Second Reading recommending that Ordinance:

“Amending the Zoning Ordinance of the City of Manchester by extending the R-3 (Urban Multi-family) zoning district to include property currently zoned R-1B (Single-family) located on a portion of Tax Map 691 Lot 143-1 that will be on the north side of a proposed Gold Street Bypass and adjacent to Bradley Street and the New St. Augustin’s Cemetery.”

ought to pass.

*(Aldermen Duval, Lopez, Garrity and Pinard recorded in favor; Alderman Gatsas opposed.)*

*(Tabled 09/05/2006)*

22. **NEW BUSINESS**

- a) Communications
- b) Aldermen

23. **Mayor Guinta advises that immediately following adjournment the Board will hold a negotiation strategy session with the Chief Negotiator and if there is no further business a motion is in order to adjourn.**



CITY OF MANCHESTER, NH  
**PETITION FOR POLE LOCATION LICENSE**

POLE LOCATION  
FORM NO. 1

May 2, 2007

*To the Hon. Board of Mayor and Aldermen  
of the City of Manchester, New Hampshire:*

**PUBLIC SERVICE OF NEW HAMPSHIRE  
&  
VERIZON NEW ENGLAND, INC.**

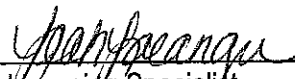
request a license to install and maintain underground conduits, cables and wires and to erect and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary, along, across, and under the following public ways:

**License one (1) pole, 343/Y located at 14 Goebel Street in the City of Manchester.**

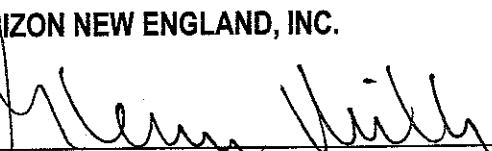
Wherefore we pray, that we be granted a license to install and maintain underground conduits, cables and wires and to erect and maintain poles and structures with wires, cables, conduits and devices thereon together with sustaining, strengthening and protecting fixtures as may be necessary, said underground conduits, poles and structures to be installed approximately in accordance with the plan filed herewith marked "POLE LOCATION PLAN, PUBLIC SERVICE OF NEW HAMPSHIRE and VERIZON NEW ENGLAND".

Plan No. 11-1157  
Dated: 5/1/2007

**PUBLIC SERVICE OF NEW HAMPSHIRE**

BY:   
Licensing Specialist

**VERIZON NEW ENGLAND, INC.**

BY:   
Glenn Mills, Right of Way Department

A

CITY OF MANCHESTER, NH  
**PETITION FOR POLE LOCATION LICENSE**

POLE LOCATION  
FORM NO. 1

May 11, 2007

*To the Hon. Board of Mayor and Aldermen  
of the City of Manchester, New Hampshire:*

**PUBLIC SERVICE OF NEW HAMPSHIRE  
&  
VERIZON NEW ENGLAND, INC.**

request a license to install and maintain underground conduits, cables and wires and to erect and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary, along, across, and under the following public ways:


**License one (1) pole, 661/11 located on Gingras Avenue in the City of Manchester.**

Wherefore we pray, that we be granted a license to install and maintain underground conduits, cables and wires and to erect and maintain poles and structures with wires, cables, conduits and devices thereon together with sustaining, strengthening and protecting fixtures as may be necessary, said underground conduits, poles and structures to be installed approximately in accordance with the plan filed herewith marked "POLE LOCATION PLAN, PUBLIC SERVICE OF NEW HAMPSHIRE and VERIZON NEW ENGLAND".

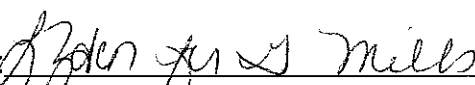
Plan No. 11-1158

Dated: 5/5/2007

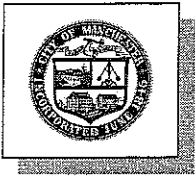
**PUBLIC SERVICE OF NEW HAMPSHIRE**

BY:   
Licensing Specialist

**VERIZON NEW ENGLAND, INC.**

BY:   
Glenn Mills, Right of Way Department





# MANCHESTER HEALTH DEPARTMENT MONTHLY REPORT SUMMARY, May, 2007

## COMMUNICABLE DISEASE CONTROL PROGRAM

### PROGRAM LISTING:

**Arbovirus  
Surveillance &  
Control**

**Chronic Disease  
Prevention**

**Communicable  
Disease Control**

**Community  
Epidemiology**

**Dental Health**

**Environmental  
Planning and  
Pollution Control**

**Food Protection**

**HIV Prevention**

**Immunizations**

**Institutional  
Inspections**

**Lead Poisoning  
Prevention**

**Public Health  
Investigations**

**Public Health  
Preparedness**

**Refugee Health**

**School Health**

**Sexually  
Transmitted  
Disease Control**

**Tuberculosis  
Control**

**Water Quality**

**Youth Health  
Promotion**

**Summary of Program:** Historically, communicable disease control and surveillance have been the cornerstone of community health nursing. Following the resurgence of sexually transmitted infections in the seventies, other newly emerging infections were identified which included HIV, Legionnaires Disease, Lyme Disease, West Nile Virus, EEE, *E. Coli* 0157 and multi-drug resistant tuberculosis (TB). Other reportable diseases and the potential advent of pandemic influenza are also threats to the health and well being of all segments of the community. A strong public health infrastructure is key in order to successfully combat infectious diseases.

With a team of highly skilled and seasoned Community Health Nurses, the Division of Community Health provides immediate response to reports of communicable diseases within the City of Manchester, implementing control measures and providing referrals for prophylaxes when required. Most compelling, is Manchester data, which indicates a rise of close to 170% in reportable diseases within a five-year period (from 99 in FY 2002 to 266 in FY 2006).

**Summary of Activities:** During Fiscal Year 2006, the Communicable Disease Control Program:

- Provided immediate investigations and implemented control measures for 266 reportable diseases.
- Of these reportable diseases, 18% (48) were reports of pertussis, a vaccine-preventable disease.
- Investigations, case management and directly observed therapy were provided for 3 clients with active tuberculosis disease. Case management was also provided for 182 clients with latent TB infection (LTBI). The Community Health Staff provided a total of 1,100 home visits related to TB control issues.

**Manchester Health Department  
Communicable Disease Reports, 2002-2006**

Year	# Reportable Diseases
2002	99
2003	201
2004	185
2005	251
2006	266

**Program Notes and Trends:** Once anticipated to be eliminated as a public health menace, emerging and reemerging communicable diseases remain at the forefront of the public health mission. The early forecast for the eradication of communicable diseases did not consider the unique abilities of pathogens to change, adapt and develop resistance to antibiotics. Changes in human behaviors, demographics and a mobile society also contribute to the change in the landscape of infectious diseases.

Although major achievements have been made to decrease vaccine-preventable diseases, some Manchester children remain at risk. Vaccination rates for two-year-old children have increased from 48% to 78% since 1993; however, in some neighborhoods close to 30% of children still lack adequate vaccinations. New vaccines have now been developed for protection against pertussis, meningitis and cervical cancer and the Manchester Health Department will continue to play an important role in ensuring families and medical providers are aware of the new recommendations. Vaccine coverage rates of at least 90% are needed to protect the public health.

Despite the remarkable successes in reducing the incidence of infectious diseases and in vaccine development, communicable disease continues as a significant public health challenge. The Division of Community Health will remain poised to initiate immediate investigations and control measures, enhance surveillance efforts, continue work on improving vaccination rates, build on cross-training within the Department and continue to augment linkages with community partners. Such initiatives will be vital in the event of a large outbreak or an influenza pandemic.

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## COMMUNITY ACTIVITIES

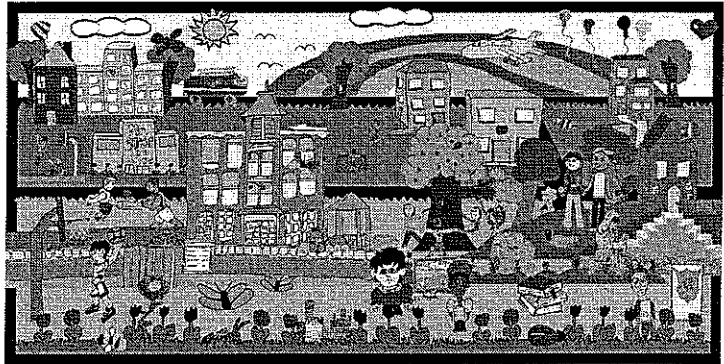
**SCHOOL HEALTH ADVISORY COUNCIL:** The School Health Advisory Council's (SHAC) mission is to promote optimal physical, emotional, social and educational development of students using a model of collaborative school health. SHAC strives to develop strategies to effectively address community health needs within the school setting by promoting the development and implementation of quality school health programs using a multidisciplinary approach.

Representation on the council include: the Health Department, School Department, New England Food and Dairy Council, American Cancer Society, physical education teachers, school nurses, health teachers, Elliot Hospital, CMC, Dartmouth Hitchcock-Manchester, Southern NH Services, Making It Happen, Office of Youth Services and Media Smart to name a few.

One SHAC initiative currently underway is addressing sun safety/sun protection. SHAC has tri-fold sun safety displays along with teaching materials available to loan out to the health teachers of all grade levels to promote sun safety as summer approaches. Sun safety and anti-tanning materials are now available in the school nurse's office for all schools through a generous donation from the American Cancer Society.

**WEED AND SEED STRATEGY:** The United State's Attorney's Office has submitted an application on behalf of the Manchester Weed and Seed strategy to obtain national "Graduated Site" status. Receiving Graduated Site status indicates success in the first five years of the strategy, and provides potential federal funding opportunities in the future, participation in national conferences, access to technical assistance and use of the Weed and Seed logo and signs. The City has committed to sustaining and expanding the Weed and Seed strategy in Fiscal Year 2008 through City's Community Improvement Program (CIP).

In an effort to counter the ongoing issue of graffiti throughout the City, children from the Salvation Army Kid's Cafe Program have partnered with a local artist to design a removable community mural. The mural will be displayed in various locations throughout the Weed and Seed area.



On June 1, 2007, the Weed and Seed strategy will be hosting a Neighborhood Watch Group "Meet & Greet" from 6:00-8:00 p.m. at the Manchester Health Department. At this event, the Neighborhood Watch Groups will be planning a series of "kick-off" walks throughout the East and West sides of the City. There are currently 41 watch groups in total with nearly 700 residents participating throughout the year.

**CARDIOVASCULAR HEALTH:** The American Heart Association (AHA) in conjunction with Mayor Frank Guinta, and the Manchester Health Department held a "walking press conference" on May 3, 2007 to promote the AHA's Start! Walking Program and to announce the release of a historic walking guide of downtown Manchester. The historic walking guide which was spearheaded by the Greater Manchester Chamber of Commerce along with CMC, Elliot Hospital and Dartmouth Hitchcock can be found at <http://www.manchester-Chamber.org/uploads/pdfs/ManchesterWalkingTour.pdf>. Joining the walking press conference was Jared Fogle, the spokesman for Subway, who shared the story of his personal battle with weight gain and touted the benefits of proper diet and exercise in improving one's health.

The Passport for Cardiovascular Health Planning Committee has developed a Worksite Wellness Toolkit for Businesses and a Facilitator Guide for the Passport Program. The Planning Committee will be working with the Greater Manchester Chamber of Commerce to share these valuable programs with the local business community.

### FOR MORE INFORMATION

Visit our website at <http://www.manchesternh.gov/CityGov/HLT/Home.html>, or call 624-6466

B



## The City of Manchester Office of Youth Services

1528 Elm Street / Lower Level  
Manchester, New Hampshire 03101

May 16, 2007

Honorable Board of Mayor and Aldermen  
1 City Hall Plaza  
Manchester, NH 03101

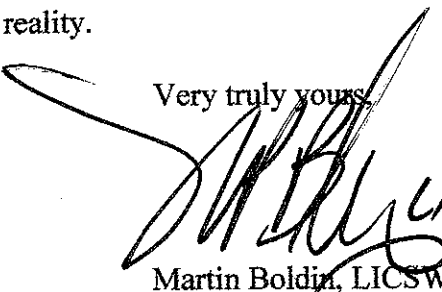
Honorable Members:

I hope this correspondence finds you well. I am writing to express the gratitude of everyone at the Office of Youth Services that the Board of Mayor and Aldermen has authorized us to move to new quarters. The new environment will be an enhancement to the counseling process as it takes place with our clients. The youth and families of Manchester will benefit from this improvement.

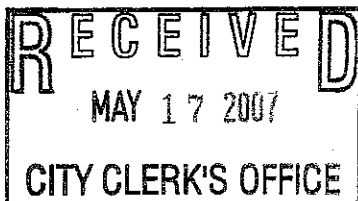
We particularly appreciate the work of Alderman Garrity as Chairman of the Community Improvement Committee and members of the Committee in researching the matter and recommending it to the full Board

Please accept the thanks of the Office of Youth Services staff and the OYS Advisory Board members for making our dream a reality.

Very truly yours,

  
LICSW, LADC, LCS  
Martin Boldin, LICSW, LADC, LCS  
Director

MB/dk





Moore Center Services, Inc.

Creating Opportunities for a Good Life™

132 Titus Avenue  
Manchester, NH 03103

phone 603.668.5423

[www.moorecenter.org](http://www.moorecenter.org)

May 16, 2007

Board of Mayor and Aldermen  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

Dear Board of Mayor and Aldermen:

It's hard to believe that this year, Manchester Community Television ("MCTV") celebrates its fifteenth anniversary. This is an incredible milestone, and its also an important time to recognize the important work MCTV has done in our community over the years.

Over the years, MCTV has built a reputation for delivering responsible and informative programming.

Significantly, MCTV also provides innovative educational opportunities for city students. Through coursework with MCTV, high school students are exposed to media arts and communications technology; and student use the City as their classroom to create community-based programs. MCTV offers additional instructional programming for students of all ages.

The support of the Board of Mayor and Aldermen has been crucial, and our city can be both proud and grateful for the high level of award winning programming available, as well as the educational opportunities it has provided to so many local students.

I recently met with Grace Sullivan to learn of the impressive new goals described in their strategic plan, which they will be implementing in the coming year. Through the dedicated leadership of its Director and Board,



A United Way member agency.

D

MCTV is now positioned to be a true communications center connecting Manchester to its citizenry, and to the world, with the cost-effective use of technology. As the strategic plan is put into action, MCTV undoubtedly will continue to be a leader in community television and communications media, and an innovative first-class educational program for City students.

I sincerely hope that you will continue to support MCTV as it begins the next 15 years.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul S. Boynton". The signature is fluid and cursive, with a large initial "P" and "B".

Paul S. Boynton  
President & CEO

cc: Grace Sullivan

D

# City of Manchester New Hampshire

*In the year Two Thousand and Seven*

## A RESOLUTION

"Amending the FY 2007 Community Improvement Program, authorizing and appropriating funds in the amount of Two Thousand Five Hundred Dollars (\$2,500) for the FY2007 CIP 310307 Foreign Language Audio Discs Project."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2007 CIP as contained in the 2007 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen on behalf of the City Library wishes to accept funds in the amount \$2,500 from the Benjamin Cohen Trust Under Will, administered by TD Banknorth Wealth Management Group to purchase foreign language audio discs;

NOW, THEREFORE, be it resolved that the 2007 CIP be amended as follows:

**By adding:**

FY2007 CIP 310307 -- Foreign Language Audio Discs - \$2,500 Other

Resolved, that this Resolution shall take effect upon its passage.

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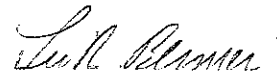


**To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Human Resources/Insurance respectfully recommends, after due and careful consideration, that the Board approve a request of the Parking Manager for a new position of Customer Service Representative II, salary grade 12.

*(Aldermen Gatsas, Pinard and Shea voted yea. Aldermen Duval and Garrity were absent.)*

Respectfully submitted,



Clerk of Committee

F



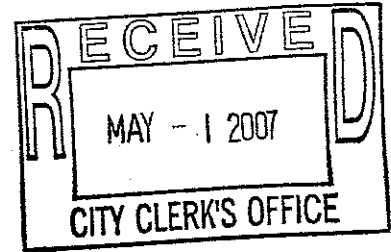
# CITY OF MANCHESTER

## Human Resources Department

One City Hall Plaza  
Manchester, New Hampshire 03101  
Tel: (603) 624-6543 (V/TTY) • Fax: (603) 628-6065  
www.ManchesterNH.gov



May 1, 2007



Alderman Ted Gatsas, Chairperson  
Human Resource and Insurance Committee  
City of Manchester  
One City Hall Plaza  
Manchester, New Hampshire 03101

### Re: Request for New Position

Dear Alderman Gatsas and Members of the Committee:

At the last Human Resource and Insurance Committee meeting, Brandy Stanley, Parking Manager, presented a staffing plan for the Victory Garage. In that plan, there was a proposed Customer Service Representative position. If you will recall, that particular request was pulled from the staffing proposal in order to give Ms. Stanley and I an opportunity to review the requirements of that position.

Ms. Stanley and I have now had the opportunity to meet and review the duties and responsibilities of a customer service function. It would be my recommendation to establish a Customer Service Representative II, salary grade 12. The duties that are outlined in this class specification are appropriate for the needs of the Parking Division.

I am attaching a copy of the class specification for a Customer Service Representative II for your review and information. I am also attaching a copy of the organizational chart.

Your favorable approval of this request would be greatly appreciated.

Respectfully submitted,

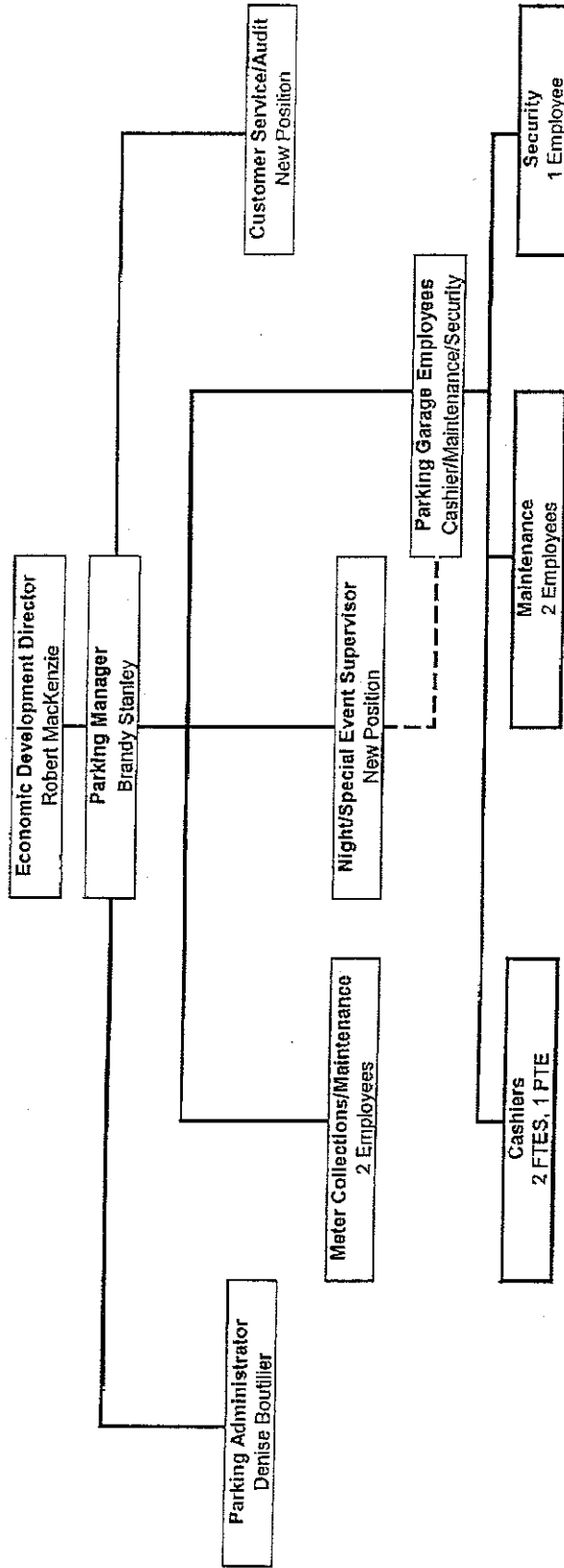
Virginia A. Lamberton  
Human Resource Director

Attachments

Cc: Brandy Stanley

F

# City of Manchester, Parking Division Organizational Chart



Employee Class Code	Pay Grade
Cashier	9
Maintenance	8
Security	12
Supervisor	15 Suggested
Customer	13



# City of Manchester, New Hampshire

## Class Specification

This is a class specification and not an individualized job description. A class specification defines the general character and scope of responsibilities of all positions in a job classification, but it is not intended to describe and does not necessarily list every duty for a given position in a classification.

<b>Class Title</b>	Customer Service Representative II
<b>Class Code Number</b>	1030

### General Statement of Duties

Performs a variety of clerical, general office duties, and information dissemination services for employees and visitors; performs directly related work as required.

### Distinguishing Features of the Class

The principal function of an employee in this class is to serve as a central communication point within a City department and to provide clerical and administrative support functions to office personnel. The work is performed under the supervision and direction of an assigned supervisor but considerable leeway is granted for the exercise of independent judgement and initiative. Supervision may be exercised over other office personnel. This class is distinguished from the class of Customer Service Representative I due to a larger programmatic responsibility and greater administrative duties. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with other City employees, business and community organizations and the public. The principal duties of this class are performed in a general office environment.

### Examples of Essential Work (illustrative only)

- Answers department telephone calls, receives and greets visitors to the department and provides information to callers and visitors or refers callers and visitors to other appropriate departments or City personnel;
- Answers customer questions requiring detailed programmatic knowledge of Departmental operations;

F

- Follows up on complaints from customers involving gathering information from several Departmental and/or intra-Department sources;
- Prepares correspondence, lists and other documents on computer;
- Gathers, assembles, updates, distributes and/or files a variety of information, forms, records and data as requested;
- Requisitions all department materials and supplies;
- Coordinates the work of other employees involved in customer service delivery;
- Copies, packages and distributes a variety of written materials as requested by office personnel;
- Screens visitors, telephone calls, faxes, mail and messages directed to office personnel;
- Receives cash for designated items, makes appropriate change and reconciles cash drawers;
- Processes applications, licenses or related documents as necessary;
- Dispatches information to key Departmental personnel as necessary;
- Distributes incoming mail to all appropriate City departments;
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions;
- Keeps immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
- Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas;
- Responds to citizens' questions and comments in a courteous and timely manner;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;
- Performs other directly related duties consistent with the role and function of the classification.

**Required Knowledge, Skills and Abilities**  
(at time of appointment)

- Substantial knowledge of current practices and procedures involved in customer service delivery;
- Substantial knowledge of modern office procedures, practices and equipment;
- Substantial knowledge of modern office filing systems and procedures;
- Substantial knowledge of the function of services within the public sector, preferably within a municipality;
- Ability to deal with a wide range of persons, including situations in which individuals may be upset over some issue involved with City activities and policies;
- Ability to quickly learn the core area of knowledge of Departmental operations;
- Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language;
- Ability to understand and follow oral and/or written policies, procedures and instructions;

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- Ability to prepare and present accurate and reliable reports containing findings and recommendations;
- Ability to operate a personal computer using standard or customized software applications appropriate to assigned tasks;
- Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- Ability to accurately count large amounts of money and make bank deposits;
- Ability to type correspondence and reports;
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Integrity, ingenuity and inventiveness in the performance of assigned tasks.

#### Acceptable Experience and Training

- Graduation from High School or possession of a GED; and
- Some experience in general office operations; or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

#### Required Special Qualifications

- None.

#### Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to communicate effectively;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to review a wide variety of materials in electronic or hard copy form;
- Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate a personal computer, telephone and related equipment;
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to function within the general office environment.

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

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## To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Human Resources/Insurance respectfully advises, after due and careful consideration, that it has approved Ordinance:

“Amending Sections 33.024, 33.025, & 33.026 ((Assistant Airport Director (Finance & Administration) to Deputy Airport Director)), of the Code of Ordinances of the City of Manchester.”

1. providing for the reclassification of the Assistant Airport Director of Finance and Administration to a new class specification, Deputy Airport Director, changing the salary grade from 25 to 27; and
2. the reclassification of the Property and Contract Administrator to Property and Contract Coordinator, changing the salary grade from 20 to 17

and is recommending same be referred to the Committee on Bills on Second Reading for technical review.

(Aldermen Gatsas, Pinard and Shea voted yea. Aldermen Duval and Garrity were absent.)

Respectfully submitted,



Clerk of Committee

G

# City of Manchester New Hampshire

*In the year Two Thousand and Seven*

## AN ORDINANCE

"Amending Sections 33.024, 33.025, & 33.026 ((Assistant Airport Director (Finance & Administration) to Deputy Airport Director)), of the Code of Ordinance or the City of Manchester."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

SECTION 33.024 CLASSIFICATION OF POSITIONS be amended as follows:

Reclassify Assistant Airport Director (Finance & Administration) to Deputy Airport Director, Class Code 3131

Reclassify Property and Contract Administrator to Property and Contract Coordinator, Class Code 3126

SECTION 33.025 COMPENSATION OF POSITIONS be amended as follows:

Reclassify Assistant Airport Director (Finance & Administration) to Deputy Airport Director, Class Code 3131, Grade 25 to Grade 27

Reclassify Property and Contract Administrator to Property and Contract Coordinator, Class Code 3126, Grade 20 to Grade 17

SECTION 33.026 CLASS SPECIFICATIONS be amended as follows

Reclassify Assistant Airport Director (Finance & Administration) to Deputy Airport Director, Class Code 3131, Grade 25 to Grade 27, exempt

Reclassify Property and Contract Administrator to Property and Contract Coordinator, Class Code 3126, Grade 20 to Grade 17, non-exempt

This Ordinance shall take effect upon its passage and all Ordinances or parts of Ordinances inconsistent therewith are hereby repealed.

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# PROPOSED



## City of Manchester, New Hampshire

### Class Specification

This is a class specification and not an individualized job description. A class specification defines the general character and scope of responsibilities of all positions in a job classification, but it is not intended to describe and does not necessarily list every duty for a given position in a classification.

<b>Class Title</b>	Deputy Airport Director
<b>Class Code Number</b>	3131-27

#### General Statement of Duties

Provides administrative and management oversight to the operations and activities of the Airport; performs directly related work as required.

#### Distinguishing Features of the Class

The principal function of an employee in this class is to oversee all operations and aviation related activities of the Airport. The work is performed under the supervision and direction of the Airport Director, but extensive leeway is granted for the exercise of independent judgment and initiative. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with the Mayor; Board of Alderman; Manchester Airport Authority; tenant agencies; airport users; other City employees; business and community groups; other airport authorities; local, state and federal officials; and representatives of the media. The principal duties of this class are performed in a general office setting.

#### Examples of Essential Work (illustrative only)

- Plans, organizes, directs, and evaluates the work of employees in implementing the expressed goals, policies and directives of the Airport Director;
- Assists the Airport Director in the development of policies and procedures designed to increase the efficiency and effectiveness of Airport operations in addressing the aviation needs of the region;
- Assist in the development and administration of annual Airport budget;

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- Works with tenant agencies and the Airport management team to track implementation of policies and elicit specific recommendations for improvement of Airport operations and tenant services;
- Serves as Airport Director during an absence;
- Participates in various aspects of personnel administration within the Department, including hiring, termination, grievance procedures and coordination of employee training;
- Acts as an Airport representative as appropriate;
- Assists Airport Director in negotiating various leases and service contract agreements;
- Performs special projects for the Airport Director as requested;
- Keeps immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
- Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas;
- Responds to citizens' questions and comments in a courteous and timely manner;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;
- Develops high level correspondence and communications;
- Performs other directly related duties consistent with the role and function of the classification.

**Required Knowledge, Skills and Abilities**  
(at time of appointment)

- Comprehensive knowledge of aviation management, including development and implementation of safety, security and facility leasing programs involving every aspect of operating a certificated air carrier Airport;
- Comprehensive knowledge of all State and Federal regulations regarding operating a certificated air carrier Airport;
- Comprehensive knowledge of the air service needs of the Airport's service area;
- Comprehensive knowledge of Airport operational area;
- Comprehensive knowledge of marketing the services and facilities of a major certificated air carrier Airport;
- Comprehensive knowledge of current principles and practices of public and business administration;
- Comprehensive knowledge of budgetary principles within a municipality and the knowledge to establish a rate making system to recover costs;
- Comprehensive knowledge of FAA regulations;
- Ability to provide administrative direction within a municipal Department;
- Ability to supervise, train, evaluate and lead the work of others;
- Ability to coordinate the diverse and complex activities of a commercial carrier Part 139 Airport;
- Ability to provide effective leadership for the employees, thus effecting a motivated work force;
- Ability to negotiate effectively and to use persuasion to advance the goals of the airport;

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- Ability to understand and follow oral and/or written policies, procedures and instructions;
- Ability to prepare and present accurate and reliable reports containing findings and recommendations;
- Ability to operate a personal computer using standard or customized software applications appropriate to assigned tasks;
- Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Integrity, ingenuity and inventiveness in the performance of assigned tasks.

#### Acceptable Experience and Training

- Graduation from an accredited college or university with a Master's Degree in Business Administration, Public Administration, Airport Management or a related field; and
- Extensive experience in the management of a commercial carrier Part 139 Airport; or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

#### Required Special Qualifications

- None.

#### Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to communicate effectively;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to observe a wide variety of written material in both electronic and hardcopy form;
- Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate a personal computer and related equipment;
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to have access within both the general office environment and to all applicable areas of the Airport.

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

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Draft

# City of Manchester, New Hampshire

## Class Specification

This is a class specification and not an individualized job description. A class specification defines the general character and scope of responsibilities of all positions in a job classification, but it is not intended to describe and does not necessarily list every duty for a given position in a classification.

Class Title	Property and Contract Coordinator
Class Code Number	3126-17

### General Statement of Duties

Performs property and contract duties for the Airport; performs directly related work as required.

### Distinguishing Features of the Class

The principal function of an employee in this class is to participate in the management of property and contract issues related to Manchester Airport including, agreement preparation, contract compliance, dispute resolution, ground transportation and general aviation. The work is performed under the supervision and direction of the Director and Assistant Airport Director (Property and Contract Management), but considerable leeway is granted for the exercise of independent judgement and initiative. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with other City employees, airport tenants, concessionaires, Airport users, business groups, ground transportation providers, and the general public. The principal duties of this class are performed in a general office setting.

### Examples of Essential Work (illustrative only)

- Drafts requests for proposals (RFP's) soliciting new business; assists the Assistant Airport Director in the analysis of responses and vendor/concessionaire selection;
- Drafts various agreements and amendments that reflect results of negotiations that are in turn finalized by the Assistant Airport Director and consummated by the Airport Director.

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- Provides contract coordination in respect to all Airport leases, subleases, service contracts, easements, permits and licenses. Actions include the timely reaction to escalations, expirations, insurance options to extend, midterm capital investments, performance/payment bonds and contract handling including review, tracking and filing;
- Researches contract non-compliance, recommends solution, and follows-up with tenants, concessionaires and service contractors for compliance;
- Provides dispute resolution for ground transportation operators;
- Participates in managing the Ground Transportation System and General Aviation;
- Functions as liaison with the advertising agency providing coordination, review and approval of all Airport advertising copy;
- Maintains the ABM (property management system) system in respect to input, alerts, reports and development;
- Researches contract non-compliance, recommends solutions, and follows-up with tenants, concessionaires and service contractors for compliance;
- Participates in managing the Ground Transportation System and General Aviation;
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions;
- Keeps immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
- Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas;
- Responds to citizens' questions and comments in a courteous and timely manner;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;
- Performs other directly related duties consistent with the role and function of the classification.

**Required Knowledge, Skills and Abilities**  
(at time of appointment)

- Substantial knowledge of property and contract management;
- Some knowledge of requirements for public bidding, procurement and municipal finance;
- Some knowledge of Federal and FAA regulations as it relates to property acquisition;
- Some knowledge of State regulations as it relates to various agreements and ground transportation;
- Some knowledge of real estate law and the organization of local, state, and federal governments;
- Ability to facilitate teamwork and resolve conflicts;
- Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language;
- Ability to understand and follow oral and/or written policies, procedures and instructions;
- Ability to prepare and present accurate and reliable reports containing findings and recommendations;

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- Ability to operate or quickly learn to operate a personal computer using standard or customized software applications appropriate to assigned tasks;
- Ability to operate or quickly learn to operate audio/visual equipment
- Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Integrity, ingenuity and inventiveness in the performance of assigned tasks.

#### Acceptable Experience and Training

- Graduation from an accredited college or university with an Associates Degree in Business, Business Management, Finance, or related; and
- Some experience in related contract or property acquisition operations; or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

#### Required Special Qualifications

- None

#### Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, that permits the employee to communicate effectively;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, that permits the employee to review a wide variety of written material in electronic or hardcopy form;
- Sufficient manual dexterity with or without reasonable accommodation, that permits the employee to operate a personal computer and related equipment;
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, that permits the employee to have access to various work sites throughout the City and out of the area.

Approved by: BMA Date: 4/4/00





# CITY OF MANCHESTER

## Human Resources Department

One City Hall Plaza  
Manchester, New Hampshire 03101  
Tel: (603) 624-6543 (V/TTY) • Fax: (603) 628-6065  
[www.ManchesterNH.gov](http://www.ManchesterNH.gov)



May 17, 2007

Alderman Ted Gatsas, Chairman  
Human Resource and Insurance Committee  
City of Manchester  
One City Hall Plaza  
Manchester, New Hampshire 03101

### Re: Request for Reclassification & Reallocation

Dear Alderman Gatsas and Members of the Committee:

Approximately a year ago, Kevin Dillon, Airport Director, and I began a conversation about the organizational structure of the Airport at the administrative level. The discussion was essentially to establish a Deputy Airport Director position when an Assistant Director position became vacant. Due to Kevin's anticipated departure from Manchester, and the temporary appointment of one of the Assistant Directors to be the Acting Director, it seems like an appropriate time to move forward with the beginning of the new organizational structure. Therefore, on behalf of Kevin, I am requesting the establishment of a new class specification, Deputy Airport Director.

As you will note in the attached memorandum from Kevin to Mayor Guinta, it is Kevin's professional opinion that the Airport would be better served with a Deputy. The current structure has five Assistant Airport Director positions. Each of those positions has specific responsibilities for the airport. I.e. Engineering and Planning, Finance and Administration, Operations and Facilities, Properties and Contract Management and Public Relations and Marketing. In the absence of the Airport Director, none of the Assistant Directors have responsibility for or are compensated for running the entire Airport. Therefore, in order to ensure that in the absence of the Director or as the work load increases, it would be in the best interest of the Airport to establish the class specification of Deputy Airport Director and then reclassify the Assistant Airport Director for Finance and Administration to the new title.

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May 17, 2007

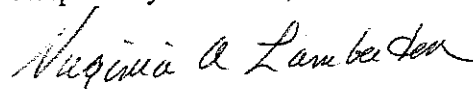
The Assistant Airport Director class specification is a salary grade 25. The Deputy Airport Director class specification would be a 27. I am attaching a copy of the proposed class specification for your review and information.

In addition to reclassifying the Assistant Airport Director position to a Deputy Airport Director, we are requesting that the class specification for Property and Contract Administrator be revised to reflect somewhat different duties than had previously been performed. Specifically, the title needs to be changed to Property and Contract Coordinator. The salary grade need to be changed from a labor grade 20 to a labor grade 17. The reduction in the salary grade is a direct reflection of the new level of duties and responsibilities. I am attaching a copy of the proposed class specification for your review and information.

If you have any questions regarding these proposals, I would be happy to answer them.

Your approval of this request would be gratefully appreciated.

Respectfully submitted,



Virginia A. Lamberton  
Human Resources Director

Attachments

Cc: Kevin Dillon, A.A.E.

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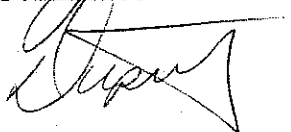
**To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Lands and Buildings respectfully advises, after due and careful consideration, that it has approved a proposal for a "green roof" for the City Hall Connector, under the supervision of Building Maintenance Division and City Clerk.

*(Unanimous vote.)*

Respectfully submitted,

  
Clerk of Committee



H

**Community Forestry**  
200 Bedford Street  
Manchester, NH 03101  
(603) 629-9494 ext 140  
Fax (603) 629-9998  
ceinfo.unh.edu



UNIVERSITY of NEW HAMPSHIRE  
COOPERATIVE EXTENSION

**County Offices**

**Belknap County**  
527-5475

**Carroll County**  
539-3331

**Cheshire County**  
352-4550

**Cooks County**  
788-4961

**Grafton County**  
787-6944

**Hillsborough County**  
Goffstown - 621-1478  
Milford - 673-2510  
UNHM - 629-9494

**Merrimack County**  
796-2151

**Rockingham County**  
679-5616

**Strafford County**  
749-4445

**Sullivan County**  
863-9200

May 2, 2007

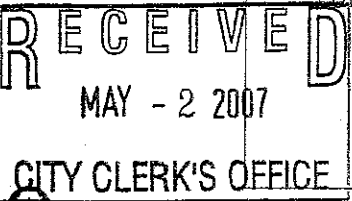
Alderman Henry Thibault, Chairman,  
Committee of Lands and Buildings  
c/o City Clerk's Office  
One City Hall Plaza  
Manchester, NH 03101

Dear Alderman Thibault,

This is a request to be added to your agenda on the Tuesday, May 15, 2007 meeting of the Lands and Building Committee to seek the Board of Mayor and Alderman's support and approval for a proposal for Manchester's first *green roof* for the City Hall Connector Building.

The University of New Hampshire Cooperative Extension has explored options for developing a demonstration green roof in Manchester for the past few years. We have been working with, Weston Solutions' Green Grid Roof System which offers a "light weight" alternative to traditional green roofs with layers of material that substantially increase in weight. The Green Grid System uses four-inch deep recycled plastic containers, a light weight growing mix planted with drought tolerant plant material such as sedums keeping additional weight to a minimum. The Green Grid System is economical, easy to install and maintain, and provides the same benefits such as energy and stormwater savings that other green roofs provide. (See enclosed materials for more information.) TF Moran Engineering of Bedford installed the Green Grid System on their roof in 2004 and is very pleased with the results and is encouraging others to do the same.

In 2004, UNH Cooperative Extension worked with the Manchester Development Corporation on a proposal for this project. Although the feasibility and costs were worked out (including the structural viability assessed by Barry Brensinger in 2004), the project stalled and was eventually dropped. UNH Cooperative Extension proposes to take the lead to rejuvenate this project and is committing \$2,000.00 toward its development. UNH Cooperative Extension will also work with the community to help raise the additional costs needed which will run an additional \$10,000- \$15,000 that includes a ground level model and temperature monitoring equipment to demonstrate the differences in roof temperatures, and educational information, and maintenance for the first year.

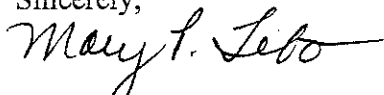


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With the city's approval, UNH Cooperative Extension will begin the process to secure the additional funding needed, and work with the city and Weston Solutions. The timeline for the project would be to secure the additional funding as soon as possible so that the green roof could be installed during before the end of this 2007 growing season, and prior to the 2008 presidential primaries when Manchester, and especially City Hall, is featured nightly on the national news.

If acceptable to you, Jared Markham of Weston Solutions and Bob Duval of TR Moran will be joining me to present this information to you in a very brief 5-7 minute presentation. They are also available if you have any questions: Jared Markham (tel: 860-368-3204) or Todd Walles also of Weston Solutions (tel: 860-368-3211) or Bob Duval, TF Moran (tel: 603-472-4488) has also offered to help provide more information based on their Green Grid Roof System. My contact information is above and my cell phone is (603-969-4755), which sometimes is the easiest way to reach me. Thank you very much for your time and consideration of this project. I am looking forward to meeting with you on May 15.

Sincerely,



Mary P. Tebo  
Community Forestry Educator

cc: Sean Thomas, Senior Policy Advisor to the Mayor



## To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Lands and Buildings respectfully recommends, after due and careful consideration, that the Board of Mayor and Aldermen approve the enclosed purchase and sales agreement for property known as the so-called "Jac Pac" site located on Hancock Street subject to the following amendment:

Section 11.01 interjecting language in the last line after "(Economic Development Office)" to read "*the Ward 3 Alderman or (the Ward 3 Alderman's designee),*".

The Committee further recommends that the Mayor be authorized to execute such modified agreement for and on behalf of the City subject to the review and approval of the City Solicitor.

*(Unanimous vote.)*

Respectfully submitted,

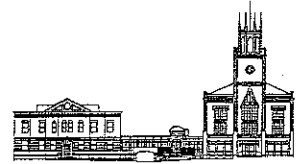


Clerk of Committee



# CITY OF MANCHESTER

## Economic Development Office



TO: Lands and Buildings Committee  
CC: Board of Mayor and Alderman  
FR: Glen Ohlund  
RE: Jac-Pac development update and new lease opportunity  
Date: 23 May 2007

I wanted to provide you with two updates on the Jac-Pac redevelopment that warrant your attention at the special meeting on May 29, 2007:

### Purchase and Sales Agreement

- A draft Purchase and Sales agreement was provided by Anagnost Investments to appropriate City Departments earlier this month. Review and minor changes were made to the document and we anticipate an agreement will be completed in time for the meeting next Tuesday (5/29/07).

### Keyspan lease opportunity

- Remediation of materials in the river has led to a request by KeySpan Energy to lease a portion of the westernmost parking lot on the Jac-Pac Parcel (behind the Freezer Building) as a staging area for some of their work. An effort is underway to address the needs of all parties, while protecting the current negotiations for redevelopment. The MHRA Board has voted and approved execution of the License Agreement, subject to review and approval of the use by the appropriate Aldermanic Committee or the full Board of Mayor and Aldermen. We will update you on this item Tuesday night.

I

## LICENSE AGREEMENT

This License Agreement (the "Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between **MHRAI, Inc.**, with principal offices at 198 Hanover Street, Manchester, New Hampshire 03104 (hereinafter referred to as "Licensor"), and **Energy North Natural Gas, Inc. d/b/a KeySpan Energy Delivery New England**, a New Hampshire corporation, having its principal office at 52 Second Avenue, Waltham, MA 02451 (hereinafter referred to as "Licensee"). Licensor and Licensee are collectively referred to herein as the "Parties."

### WITNESSETH

WHEREAS, Licensor is the owner of certain real property located at 163 Hancock Street, Manchester, New Hampshire 03104, which property is described and more particularly identified in Exhibit A ("Licensor's Property"), attached hereto and made a part hereof; and

WHEREAS, Licensor has agreed to grant a license to Licensee for Licensee's use of a portion of Licensor's Property, consisting of a vacant area of approximately 50,000 sq.-ft. within the parking lot of Licensor's Property, for the temporary storage and processing of sediment that shall be dredged from the Merrimack River. Such portions of Licensor's Property, as described in Exhibit A are referred to herein as the "Site."

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, Licensor hereby grants to Licensee a license to enter upon, use and occupy the Site, as set forth herein.

### ARTICLE I APPROVED ACTIVITIES AND ACCESS

A. Licensor hereby grants to Licensee and the Licensee Parties (as defined herein), subject to the terms and conditions hereof, a license to enter upon, use and occupy the Site solely for the purpose of the temporary storage and processing of sediment that shall be dredged from the Merrimack River. The specific activities listed below under this Subsection A are referred to herein as the "Approved Activities."

#### Approved Activities:

- Construction of temporary sediment containment areas and construction of a temporary floating dock and access ramp from the Merrimack River to the Jac Pac Plant Property.
- Selective trimming of brush and/or tree limbs as permitted by the New Hampshire Department of Environmental Services (the "NHDES") and other applicable federal, state or local authorities.
- Temporary storage and stabilization of dredged sediment and temporary storage and use of equipment and materials necessary to perform the stabilization of the dredged sediment.

- Staging and use of temporary office trailers, storage trailers and portable sanitary facilities.
- Establishment of temporary electric, phone and cable service lines and meters.
- Installation of temporary fencing and implementation of additional temporary Site improvements as may be necessary for security and lighting.
- Temporary closing or rerouting of the walkway between Licensor's Property and Merrimack River.
- Restoration of the Site to its original condition at the completion of Approved Activities as specified in the Scope of Work, as set forth in Exhibit B, attached hereto and made a part hereof.

The Approved Activities are more particularly described in Licensee's Scope of Work, attached hereto as Exhibit B.

B. In performing the Approved Activities, Licensee shall take all necessary and reasonable precautions for the health and safety of its employees, agents, contractors and subcontractors (collectively, the "Licensee Parties"), Licensor's employees, agents, contractors, subcontractors, tenants, licensees and invitees ("Licensor Parties"), the general public, and prospective developers.

C. This Agreement shall not be deemed to grant Licensee any right to use the Site for any purpose other than the Approved Activities. Other than the Licensee Parties, Licensee shall not permit any persons or entities to use the Site for any purpose other than as contemplated by this Agreement. Nothing in this Agreement is intended to create any third party rights or confer such rights upon any person or entity, other than the Parties hereto and the Licensee Parties.

D. Licensor and Licensor's designees retain the right to access the Site to review the Approved Activities.

E. In performing the Approved Activities the Site must remain secured. Therefore, all work must either be done during the normal work hours of the security staff on Site or the Licensee shall provide additional security staff.

## ARTICLE II

### TERM OF AGREEMENT, RENT

A. The term of this Agreement shall commence upon Licensee's access onto the Site on or about June 1, 2007, for a term of eight (8) months (the "Term") and is subject to renewal upon the express written consent of Licensor. Work will not commence until the Licensor has received and approved the NHDES permit.

B. Licensee's rent shall be Eight Thousand Dollars (\$8,000.00) per month or any part thereof and shall be due on or before the first day of each month. Rent payments shall be made payable to the MHRA I, Inc. and mailed to the attention of Kenneth R. Edwards at 198 Hanover Street, Manchester, New Hampshire 03104.

C. Licensors may terminate this License Agreement with a thirty (30) day written notice to the Licensee.

### **ARTICLE III**

#### **WORK, MAINTENANCE, RESTORATION, AND REPAIR**

A. All of the costs and expenses related to the foregoing work and the Approved Activities shall be the sole responsibility of Licensee.

B. In the course of performing the Approved Activities, Licensee shall keep the Site in a secure and orderly condition as determined by Licensors. Licensee shall repair any damage Licensee or the Licensee Parties may cause to the Site and, upon vacating the Site, restore the Site to the original condition, reasonable wear and tear excepted.

### **ARTICLE IV**

#### **COMPLIANCE WITH LAWS**

Licensee will comply with any and all applicable laws, ordinances, permit and zoning requirements of any federal, state or municipal body or agency pertaining to Licensee's use and occupation of the Site and performance of the Approved Activities.

### **ARTICLE V**

#### **HOLD HARMLESS**

Licensee shall indemnify and hold harmless Licensors from any liabilities, losses or damages, arising out of Licensee's negligent use or intentional misuse of the Site or any unintended consequence resulting from the Approved Activities. Licensors shall have the right to demand that Licensee undertake to defend any and all such claims, providing only that the claim shall be against Licensors. Licensee shall have no obligation to indemnify or defend against any loss, judgment, claim or suit to the extent such loss, judgment, claim or suit is the result of the negligence or willful misconduct of Licensors.

### **ARTICLE VI**

#### **ENVIRONMENTAL MATTERS**

A. Licensee represents and warrants that, with respect to releases or threats of releases of hazardous materials at the Site occurring during the Term of this Agreement which Licensee cause or for which Licensee is otherwise legally responsible, Licensee shall provide all required notifications and shall promptly take all actions necessary and required pursuant to all applicable law to abate, prevent, and eliminate the release or threat of release of hazardous materials.

B. Licensee shall indemnify and hold harmless Licensors from any liabilities, losses or damages arising out of any release of hazardous materials at the Site occurring during the Term of this Agreement which Licensee causes or for which Licensee is otherwise legally responsible, including without limitation any such claims or losses due to alleged property



damage or personal injury, or injury, destruction, or loss of natural resources or which may occur after the term of this License but arise as a result of the Approved Activities.

## **ARTICLE VII** **INSURANCE REQUIREMENTS**

Prior to the commencement of the Approved Activities, a Certificate of Insurance from Licensee and/or all of Licensee's contractors/subcontractors, that perform activities on the Site relative to this Agreement, shall be furnished to Licensor by Licensee and/or Licensee's contractors/subcontractors. Licensee shall procure and Licensor must be added to and insured under (i) a commercial general liability policy of not less than One Million (\$1,000,000) Dollars, (ii) an umbrella policy covering protection in an amount not less than Three Million (\$3,000,000) Dollars combined single limit coverage for injury, death, and property damage arising out of any one occurrence, and such policy must not contain any "x, c and u" exclusions, (iii) an automobile liability policy covering all owned, hired and non-owned vehicles with a combined single limit of not less than One Million (\$1,000,000) Dollars, and (iv) Worker's Compensation and Employer's Liability as required by law. Licensee shall name MHRA I, Inc. and the City of Manchester as an additional insured (except for Worker's Compensation). The certificate of insurance shall contain a provision whereby the policy may not be canceled unless Licensor is given at least (30) days prior written notice of such cancellation. Insurance as specified herein must be maintained at all times throughout the Term of this Agreement.

## **ARTICLE VIII** **NOTICES**

Any notice or demand which, under the terms of this Agreement, or under any statute, must or may be given or made by the Parties hereto, shall be in writing, and may be given or made by hand delivery, provided same is acknowledged by written receipt, or by mailing the same by registered/certified mail, return receipt requested, or by nationally recognized overnight delivery service, addressed to the other Party at the following addresses:

(a) For Licensor:

Kenneth R. Edwards  
Assistant Executive Director  
Manchester Housing and Redevelopment Authority  
198 Hanover Street  
Manchester, New Hampshire 03104

(b) For Licensee:

Brian J. Mulcahy, Counsel  
Energy North Natural Gas, Inc. d/b/a  
KeySpan Energy Delivery New England  
52 Second Avenue  
Waltham, Massachusetts 02451

**ARTICLE IX**  
**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

**ARTICLE X**  
**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the Parties regarding access to, and use and occupancy of, the Site, and the Approved Activities, and no amendments, additions or modifications hereto shall be valid unless in writing and signed by the Parties hereto.

**ARTICLE XI**  
**BINDING EFFECT**

This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

**ARTICLE XII**  
**RISK OF LOSS**

Licensee shall bear the entire risk of loss or damage to its personal property arising out of its respective use and occupation of the Site.

**ARTICLE XIII**  
**ASSIGNABILITY AND ADDITIONAL PARTIES**

This Agreement and the rights and obligations associated herewith may not be assigned or transferred by Licensee without the prior written consent of Licensor, such consent not to be unreasonably withheld.

**ARTICLE XIV**  
**SEVERABILITY**

If any provision of this Agreement shall be declared to be unenforceable in a particular jurisdiction, the remaining provisions hereof shall remain in full force and effect.

**ARTICLE XV**  
**COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument.

**ARTICLE XVI**  
**WAIVER**

No delay or omission by either Party in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed, or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient.

If any agreement or covenant herein shall be breached by either Party and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**ARTICLE XVII**  
**ARTICLE HEADINGS**

The article headings and other titles used in this Agreement are for convenience only and shall not affect the construction of any terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

ENERGY NORTH NATURAL GAS, INC.  
D/B/A KEYSpan ENERGY DELIVERY  
NEW ENGLAND

By: Barbara Kates-Garnick

Name: Barbara Kates-Garnick

Title: Vice-President

Date: May 21, 2007

MHRA I, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\\ODMA\PCDOCS\DOCS\231139\5

**Exhibit "A"**  
**(Licensor's Property)**

**Exhibit "B"**  
**(Licensee's Scope of Work)**

## To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Lands and Buildings respectfully recommends, after due and careful consideration, that the Board of Mayor and Aldermen approve a License Agreement between MHRAI, Inc. and Energy North Natural Gas, Inc. d/b/a KeySpan Energy Delivery New England for property located at 163 Hancock Street providing for the temporary storage and processing of sediment that shall be dredged from the Merrimack River as enclosed herein subject to the following modifications:

1. That the agreement contain language inclusive of pre-soil testing and post-soil testing requirements to be met by KeySpan;
2. That the agreement contain language of indemnification agreeable to the City Solicitor that covers both the City and future purchaser(s) as may be reflected in a purchase and sales agreement executed by the City; and
3. That should asphalt damages occur to the pavement area, the replacement of same be done with loam rather than paving.

The Committee recommends that the City's concurrence of approval of the agreement, be issued to the Manchester Housing and Redevelopment Authority by the Office of the City Solicitor when modifications have been made meeting the conditions set forth herein.

*(Unanimous vote.)*

Respectfully submitted,

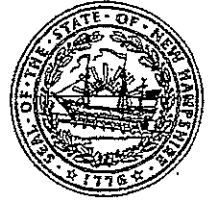


Clerk of Committee





The State of New Hampshire  
*Department of Environmental Services*



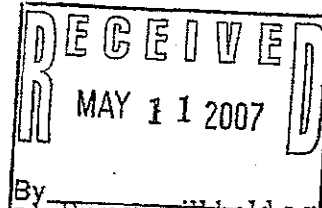
May 08, 2007

Patricia Haederle  
Keyspan Energy Delivery  
52 Second Ave  
Waltham, MA 02451

05-10-07A11:59 RCVD

RE: File #2007-00177 - Manchester - Merrimack River

Dear Ms. Haederle:



The Department of Environmental Services (DES) Wetlands Bureau will hold a public hearing, under the authority of RSA 482-A, on the application of Keyspan Energy Delivery, File number 2007-00177, on property located on off South Commercial Street in Manchester, Tax Map/Lot # 909 / ROW.

You, or your agent, will present details of your project to dredge approximately 9,000 cubic yards of coal tar and visually-impacted sediments from the bed of the Merrimack River.

The hearing will be conducted at the Health and Human Services Building in Room 213, 29 Hazen Drive, Concord, N.H. on May 17, 2007 at 01:00 PM. This hearing will be tape-recorded and all materials presented at the hearing will remain with the file.

Plans are on file at the DES Wetlands Bureau office, 29 Hazen Drive, Concord, N.H., and may be examined by any interested party during the working hours of 8:00 a.m. to 4:00 p.m. The Bureau will accept a written statement regarding these matters prior to the hearing.

Sincerely,

William A. Thomas, CWS  
Wetlands Permit Supervisor  
DES Wetlands Bureau

.cc: See attached list



Anchor Environmental, L.L.C.  
2 Dundee Park Suite 102  
Andover, MA 01810  
(978) 474-9090 phone  
(978) 474-9080 fax

May 18, 2007  
060327-01

**Via Electronic Mail**

Richard Lee Webster  
Housing Development Manager  
Manchester Housing and Redevelopment Authority  
89 Pine Street  
Manchester, NH 03103-6231

**Re:** Temporary Riverwalk Relocation  
Merrimack River Dredging Project

Dear Mr. Webster:

This letter is in response to the City's request to provide the public with access to the Riverwalk during non-working days during the duration of Merrimack River Dredging Project. In order to allow for the movement of dredged sediments from the Merrimack River to the Jac-Pac facility, a temporary ramp must be constructed through the existing Riverwalk just north of the Queen City Bridge. This will require a portion of the Riverwalk to be temporarily removed and regraded so as to allow vehicle movement between the river's edge and the paved area of the Jac-Pac facility. In order to provide the public access to the Riverwalk, it will have to be temporarily relocated as shown on the attached figure. The conceptual plan may be modified once we are in the field to ensure the most efficient layout and access is provided.

The plan is to construct a series of temporary fences and locked gates to reroute the Riverwalk. Downstream and upstream from the ramp, a fence will be installed up the slope from the river to the existing fence that runs parallel to the eastern edge of the Riverwalk. These fences will prevent public access to the ramp and temporary dock that will be constructed to implement the dredging project. A locking gate will be installed at both locations where the Riverwalk is crossed by these newly constructed temporary fences. Two other gates will be installed in the existing fence that runs along the eastern edge of the Riverwalk and both locations where the Riverwalk will be closed off. These will be unlocked during non-working days (e.g., weekends) to allow the public access to a temporary fenced area that will cross from the existing Riverwalk onto the Jac-Pac facility and back to the Riverwalk. On Monday mornings, these gates will be relocked and the public will be prevented use of the Riverwalk during working days.

Handwritten signature or mark.



Signage will be posted north and south of the proposed work informing the public of the temporary Riverwalk closure and the hours the temporary bypass will be open. As an additional measure to ensure public safety, security personnel will be hired to patrol the Jac-Pac facility during non-working hours/days.

As detailed in the Remedial Design Report, upon completion of construction activities, the river bank will be restored and the Riverwalk repaired and reopened to the public.

If you have any additional questions or comments, please feel free to contact me.

Sincerely,

Anchor Environmental, L.L.C.

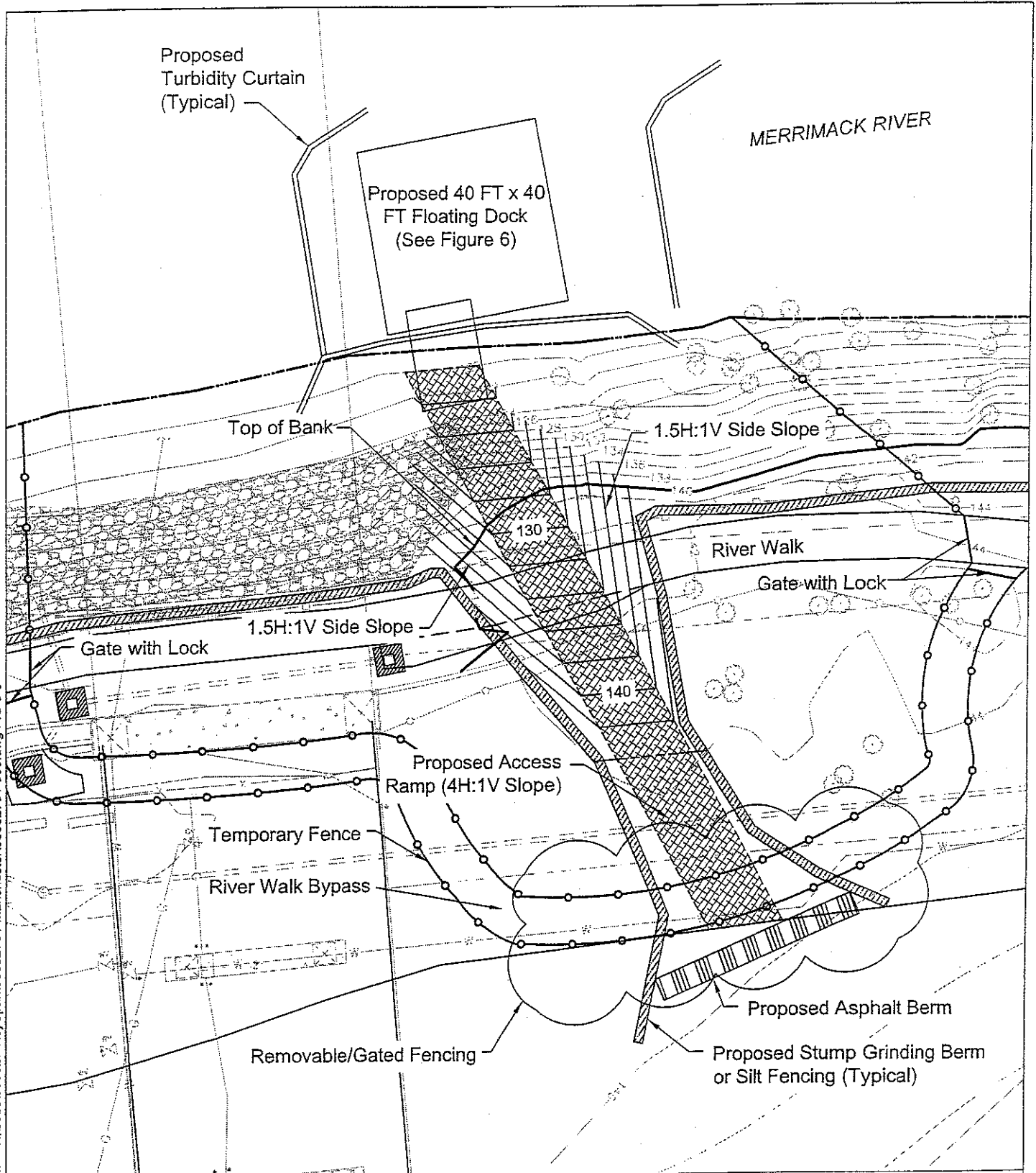


W. Christian Leuteritz, PE, LSP

Cc: Patricia Haederle - KeySpan  
Mike McCluskey - NHDES  
Deb Hale - KeySpan  
David Winslow - City of Manchester, Department of Highways  
Randall Shuey - Gove Environmental Services  
Anthony Pisanelli - Maxymillian Technologies

2

May 16, 2007 1:09pm c davidson K:\Jobs\060327-KeySpan\06032701-Manchester\06032701-036.dwg FIG 6-3



Notes:

1. Ramp to be graded to 4H:1V slope. Surface of ramp to be 4 inches thick layer of 1.5 inches crushed stone.
2. An asphalt berm will be installed at the top of the ramp to prevent any stormwater from flowing off pavement and onto ramp.
3. All sideslopes of ramp will be covered with 6 inches of stump grindings for slope protection.

4. All catch basins in staging area to be protected.
5. Drawing source: Maxymillian Technologies
6. Horizontal datum: NAD 83/92 (HARN)  
Vertical datum: NAVD88



Figure 6-3

Approximate Temporary Riverwalk Configuration  
Merrimack River

**To the Board of Mayor and Aldermen of the City of Manchester:**

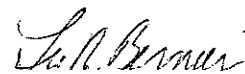
The Committee on Public Safety and Traffic respectfully advise, after due and careful consideration, that they have approved Ordinance:

“Amending Chapter 70: Motor Vehicles And Traffic of the Code of Ordinances of the City of Manchester by expanding the Residential Parking Permit Zone #1 in Section 70.55(D)(1) to include a portion of Elm Street.”

and recommends same be referred to the Committee on Bills on Second Reading for technical review.

*(Aldermen O'Neil, Shea, Roy and Long voted yea. Alderman Osborne was opposed.)*

Respectfully submitted,



Clerk of Committee

K

# City of Manchester New Hampshire

*In the year Two Thousand and Seven*

## AN ORDINANCE

"Amending Chapter 70: Motor Vehicles And Traffic of the Code of Ordinances of the City of Manchester by expanding the Residential Parking Permit Zone #1 in Section 70.55(D)(1) to include a portion of Elm Street."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

- I. Amend the Code of Ordinances by deleting language as stricken (-----) and inserting new as bolded (**bold**). Sections of the following chapters that remain unchanged appear in regular type.

### § 70.55 RESIDENTIAL PERMIT PARKING.

(D) *Residential Parking Permit Zones*. The following areas are hereby designated as the Residential Parking Permit Zones:

(1) Residential Parking Permit Zone #1.

(a) Area consisting entirely of the Amoskeag Corporation Housing Historic District (as defined in the Manchester Zoning Ordinance) which is an area bounded generally by Mechanic Street on the north, Pleasant Street on the south, Franklin Street on the east, and Canal Street on the west, but not to include Franklin Street and Canal Street except for 287, 633, 635, 641, 643, 647, 649, 657, and 659 Canal Street. The north side of Mechanic Street and the south side of old Pleasant Street shall not be included in the program.

(b) Kidder, Hollis and Dow Streets.

(c) Bedford Street from Kidder Street southerly to Pleasant Street.

(d) West side of Elm Street from 1382 Elm Street to 1480 Elm Street.

K



# City of Manchester

Office of the Mayor  
Hon. Frank C. Guinta

May 15, 2007

The Honorable Board of Aldermen  
One City Hall Plaza  
Manchester, NH 03101

Dear Members of the Board:

Pursuant to Section 3.14 (b) of the City Charter, please find below the following nominations:

- (1) Cathy Champagne to succeed Gary Long as a member of the Manchester Development Corporation, term to expire March 11, 2010;
- (2) Diane Mercier to fill a vacancy as an at-large member of the Central Business Service District Board, term to expire May 1, 2010;
- (3) Rick Brenner to fill a vacancy as a district member of the Central Business Service District Board, term to expire May 1, 2010;
- (4) Craig S. Donais, Esq. to succeed Linda Capuchino as a member of the Personnel Appeals Board, term to expire March, 2010;
- (5) Mark Hobson to succeed Paul Martel as a member of the Personnel Appeals Board, term to expire March, 2010;
- (6) Kevin Demers to succeed himself as a member of the Personnel Appeals Board, term to expire March, 2010.

Com. & Conf.  
05/15/07

These nominations will layover to the next meeting of the Board pursuant to Rule 20 of the Board of Mayor & Aldermen. Your consideration of these nominees is appreciated in advance.

Sincerely,

Frank C. Guinta  
Mayor

5-6-7

## Dianne M. Mercier

270 Poplar Street • Manchester, New Hampshire 03104  
Home (603) 641-2528 • Office (603) 634-7090

### PROFILE:

*Twenty-two years of advancing opportunity and achievement in the banking industry.  
Emphasis on commercial business leadership and sales.*

### EXPERIENCE:

2003 - Present	<b>Ocean National Bank</b>	Manchester, NH
<u>Senior Vice President and Group Manager, Commercial Lending</u>		
Responsible for business and market development in the Manchester, Nashua and Concord area. Leadership responsibilities include growing \$360MM commercial loan portfolio with a team of two Senior Vice Presidents, four Vice President and three junior officers. Additionally responsible for development of the Bank's Cash Management Division including a Vice President Team Leader and four Business Development Officers.		
1998 -2003	<b>Citizens Bank, New Hampshire</b>	Manchester, NH
<u>State Director, Community Banking</u>		
Division Executive responsible for strategic development of fourteen vice president commercial lenders and five supporting lenders. Overall responsibility for the management and growth of \$170MM commercial loan portfolio and \$90MM in commercial deposits.		
1995-1998	<b>Citizens Bank, New Hampshire</b>	Nashua, NH
<u>Commercial Lender</u>		
Independently responsible for business development and asset risk management in the greater Nashua area.		
1987-1995	<b>Amoskeag Bank - First NH Bank</b>	Manchester, NH
<u>Operations Manager, Personal Banker, Teller</u>		
Various retail banking positions.		

### EDUCATION

Southern New Hampshire University B.S., Marketing and Accounting	Manchester, NH
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### COMMUNITY INVOLVEMENT

Board Member - Amoskeag Industries - *term begins 6/2007*  
Board Member and immediate past Chair, Nashua Chamber of Commerce - *term expires 6/2007*  
Capital Campaign Division Executive Boys and Girls Club of Manchester  
Finance Committee, Greater Manchester Family YMCA  
Board Member Greater Manchester Chamber of Commerce Foundation  
Board Member, Scholarship Committee, Medallion Fund  
Board Member, Nashua Boys and Girls Club - *term expires 10/2007*  
Former Board Member, Special Olympics of New Hampshire.

### ENRICHMENT

Leadership Greater Manchester, 2000  
Leadership Greater Nashua, 1997  
World Class Leadership, Citizens Bank, 1999  
Consultative Selling, RMA, 1997

6

# RICHARD J. BRENNER

1200 Elm Street, Apt. 901  
Manchester, NH 03101

(609)462-5341  
rbrenn22@yahoo.com

## AWARDS & ACHEIVMENTS

---

- **2005 Thunder franchise awarded the John H. Johnson President's Trophy**  
*"Minor League Baseballs most prestigious award recognizes one franchise annually as the Nations Complete Organization"*
- 2003 Eastern League Executive of the Year
- **2003 Thunder franchise awarded the Larry McPhail Trophy**  
*"Minor League Baseball recognizes one franchise annually as the Best in the Nation, Marketing & Presentation for promotions, in game show & community outreach"*
- Over 1.1 million annually in personal corporate sales.
- Increased Thunder Corporate Sales by 48% after becoming GM/COO
- **Business operations at Thunder at or over a 26 % margin (6 years)**
- **Fastest organization (team) to reach 5,000,000 fans in the history of AA Baseball**
- Thunder, only team to draw over 400,000 fans in 11 consecutive seasons
- Thunder Corporate Sales 4X national average for AA Baseball
- Over 2.3 million donated by organization in goods & services since 1994
- **89% of seating capacity filled over the past 5 seasons (10<sup>th</sup> in Minor League Sports)**

## EXPERIENCE

---

DECEMBER 2005 -  
PRESENT

### **President & CEO, DSF Sports & Entertainment, Boston, MA**

- Assumed the duties of President & GM of the New Hampshire Fisher Cats, AA affiliate to Toronto Blue Jays
- Conducting search for possible franchise acquisitions

FALL 2005 -  
SEPTEMBER 2005

### **Vice President, Eastern League of Professional Baseball, Portland , ME**

- First GM / non team owner appointed to this League position
- Assisted League President with relationships to Major League Affiliates
- Assisted in development of League policies, scheduling, and bylaws

MARCH 2000 -  
SEPTEMBER 2005

### **Trenton Thunder (AA Affiliate of the New York Yankees), Trenton, NJ General Manager & COO**

- Manage Thunder organization & Mercer County Waterfront Park Facilities & Staffs
  - All Business Operations – *Marketing, Merchandising, P&L, PR, Corporate & Ticket Sales Full time Staffing,*
  - Stadium Operations – *Capital projects, Concessions, Event Staffing,*
  - Manage staff of over 250 on game days (20 full time)
  - Relations with local government officials
  - Implemented a transformation of Customer service Strategies
  - Media buying and Broadcast negotiation
- Maintain relationship with Major League Affiliate
  - Negotiated Player Development Contract w/ New York Yankees
- National public speaking & media engagements/Customer service consulting
  - CNN, ESPN, Today Show, Baseball winter meetings, Minor League Baseball Promotional Seminars, Princeton University, etc.,

6

- OCTOBER 1999 -  
MARCH 2000
- Assistant General Manager**
- Handled Player Development Contract for Boston Red Sox
  - Organize Training & sales of the junior sales staff – performance increased 50%
  - Speaking appearances –over 100 per year *schools, lions clubs, community events*
  - Developed new 501C3 – “*We Care Foundation*”
- SEPTEMBER 1998 –  
OCTOBER 1999
- Director of Operations**
- Managed all aspects of Mercer County Waterfront Park Facilities & Staffs
  - Managed Thunder Operations for all events
    - Business operations – *sales & marketing strategies both B-B B-C*
    - Facilities operations – *permits, police, procedures; fire & safety, & crowd evacuation*
  - Hired & Managed 150 person event day staff
  - Over \$500,000 in personal Corporate Sales
  - Coordinated Team Travel
  - Updated Office phones and network
- SEPTEMBER 1997 –  
SEPT. 1998
- Director of Production & Event Operations**
- Created & produced entertainment vignettes at Mercer County Waterfront Park
  - Implemented new production processes *including research, design, and purchase of scoreboards, video boards, video editing equipment and stadium sound system*
- SEPTEMBER 1996 –  
SEPT. 1997
- Director of Public Relations**
- Handled all aspects of Public and Media Relations for the Thunder
    - Player appearances & interviews, executive speaking engagements,
    - Year book creation & coordination – *bios, articles, stories, stats*
    - Create & Publish press releases
    - Media buying
  - Created Thunder Literacy Campaign and presented it to over 4,000 students per year
- SEPTEMBER 1994 –  
SEPT. 1996
- Director of Community Relations/Special Events**
- Developed and implemented all community outreach programs - *Contributes to date over \$2.4 million in goods and services*
- SEPTEMBER 1995 –  
MARCH 2000
- Garden State Concerts, LLC. Trenton, NJ**
- Director of Operations**
- Coordination of management, sales and event day staff members.
  - Talent buying
  - Directly responsible for developing, securing and implementing all facets of events at Waterfront Park other than Thunder Baseball.
  - Development of new corporate sponsorship opportunities – *presenting rights, stage sponsors and other concert related opportunities*

## EDUCATION & TRAINING

- DECEMBER 1993      B.S. Plymouth State University, Plymouth, New Hampshire
- FEBRUARY 2000      Disney Institute Customer and Employee Loyalty Training

6



# CRAIG S. DONAIS

39 Buzzell Street • Manchester, NH 03104-5140

(603) 647-2767 • cdonais@gmail.com

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**ADMITTED IN:** N. H.†, Mass.†°, Maine°, Conn.°, First Circuit, U.S. Tax Court, U.S. Supreme Court

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† state and federal; ° not in active status

## EXPERIENCE:

**GETMAN, STACEY, SCHULTHESS & STEERE, P.A.**

Bedford, NH

*Associate*, January 2005 – present.

Litigation and transactional practice focused primarily on real estate, construction, eminent domain, municipal law, and related environmental issues, primarily in Massachusetts and New Hampshire.

**NEW HAMPSHIRE ATTORNEY GENERAL'S OFFICE**

Concord, NH

*Assistant Attorney General in Civil, Environmental and Transportation & Construction Bureaus*

November 1999 – January 2005

Counsel for State in eminent domain, property acquisition, disposal and land use matters, contract and construction disputes, environmental permitting and violation proceedings, personal injury and property damage claims, and civil and administrative proceedings before tribunals, bench and jury trials in superior courts, and appellate courts. Reviewed approximately 400 state contracts annually.

**NEW HAMPSHIRE SUPREME COURT**

Concord, NH

*Judicial Law Clerk for Senior Associate Justice William R. Johnson*, August 1998 – November 1999

*Judicial Law Clerk for Associate Justice Sherman D. Horton, Jr.*, August 1997 – August 1998

**WILLIAM H. BODE & ASSOCIATES, n/k/a BODE & GRENIER, LLP**

Washington, DC

*Summer Associate*, June 1995 – August 1995

Participated in wide-ranging matters at specialty firm focused on corporate energy industry clients.

**MASS. DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF GENERAL COUNSEL** Boston, MA

*Summer Counsel*, May 1994 – August 1994

**ARTHUR ANDERSEN & CO., REAL ESTATE SERVICES GROUP**

Washington, DC

*Staff Consultant*, September 1992 – May 1993

## PUBLICATIONS:

*Little Known Accounts Save Lawyers Time, Trouble*, 25 MA. L. WKLY. 167 (1996) [9/30/1996, p. 11]

*N.H. Department of Justice's Transportation & Construction Bureau: Trains, Planes and Automobiles*, 45 N.H. BAR J. 78-86 (2004)

Assorted articles in N.H. HIGHWAYS, published by the N.H. Good Roads Association.

## REPORTED CASES:

*Malnati v. State*, 148 N.H. 94 (2002); *In re Estate of Raduazo*, 148 N.H. 687 (2002), *cert. den.* 123 S.Ct. 2610 (2003); *Town of Ossipee v. Whittier Lifts Trust & a.*, 149 N.H. 679 (2003); *N.H. Motor Transport Ass'n. v. State*, 150 N.H. 762 (2004); *State v. Watson*, 151 N.H. 537 (2004); *Appeal of NH Department of Transportation*, 152 N.H. 565 (2005).

## EDUCATION:

**SUFFOLK UNIVERSITY LAW SCHOOL**, J.D., *cum laude*, 1996

HONORS: Top 8% of Section, Top 11% of Class; Dean's List (every semester)

**UNIVERSITY OF MASSACHUSETTS AT AMHERST**, B.A., *magna cum laude*,

Political Science & Economics, 1992

HONORS: Commonwealth Scholar, Golden Key, Pi Sigma Alpha, Omicron Delta Epsilon



**City of Manchester  
Department of Highways**

227 Maple Street  
Manchester, New Hampshire 03103-5596  
(603) 624-6444 Fax # (603) 624-6487

**Commission**

Edward J. Beleski  
- Chairman  
Joan Flurey  
William F. Houghton Jr.  
Robert R. Rivard  
William A. Varkas

Frank C. Thomas, P.E.  
Public Works Director

Kevin A. Sheppard, P.E.  
Deputy Public Works Director

May 29, 2007

Honorable Board of Mayor and Aldermen  
CITY OF MANCHESTER  
One City Hall Plaza  
Manchester, New Hampshire 03101

**Attn.:** Mr. Leo R. Bernier, City Clerk

**Re:** *"Household Hazardous Waste Collection Project"*  
*Fall 2007 and Spring 2008*

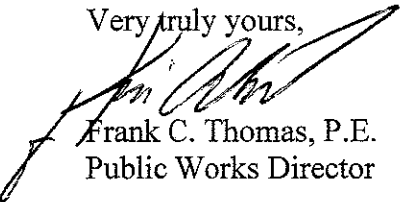
Dear Committee Members:

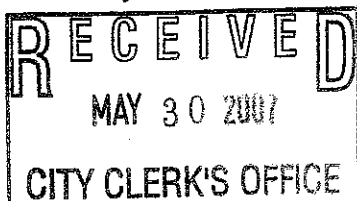
Please be informed that the Department of Highways is proposing to conduct two "Household Hazardous Waste Collection Projects", one in October 2007 and one in May 2008. The collection site will be set up at the Drop-Off Facility on Dunbarton Road and household hazardous wastes will be accepted between the hours of 9:00 AM and 2:00 PM.

Also be informed that the City is eligible for up to \$18,191.02 in state hazardous waste clean-up fund monies from the State of New Hampshire, Department of Environmental Services, Waste Management Division for the above referenced program.

We hereby request your authorization to accept the aforementioned funds and to enter into a contract with the NH Department of Environmental Services, Waste Management Division for the same. We further request that the Public Works Director be authorized to execute any documents that may be necessary for this contract. An original, notarized "Certificate of Authority" will be necessary for the State.

Very truly yours,

  
Frank C. Thomas, P.E.  
Public Works Director



13



# CITY OF MANCHESTER

## Human Resources Department

One City Hall Plaza  
Manchester, New Hampshire 03101  
Tel: (603) 624-6543 (V/TTY) • Fax: (603) 628-6065  
www.ManchesterNH.gov



May 30, 2007

Mayor Guinta and the Board of Aldermen  
City of Manchester  
One City Hall Plaza  
Manchester, New Hampshire 03101

Re: Request to Establish Class Title Codes  
Neighborhood Pride – Cleanstreets

Dear Mayor Guinta and the Board of Aldermen:

On behalf of Sam Maranto, I am requesting the establishment of three class title codes in order to pay thirty to thirty-five youths this summer to clean and beautify the City right of ways and public facilities. This is a Pilot Youth Program which received approval from CIP (610208).

The program is intended to give low and moderate income youth at risk the opportunity to work with several Departments to include Planning, OYS, Highway, Parks & Recreation working in concert with the Weed n Seed Program, Community Resource Center and the Salvation Army.

The class title codes that need to be established are as follows:

Youth Worker	Class Title 1001	Salary grade 3-A, \$7.14/hr
Youth Worker Supervisor	Class Title 1002	Salary grade 8, \$9.68/hr
Youth Worker Coordinator	Class Title 1003	Salary grade 12, \$12.68/hr

There is an urgency to this request since the program starts in early July. Therefore, your favorable approval of this request would be greatly appreciated on June 5, 2007.

Respectfully submitted,

Virginia A. Lamberton  
Human Resource Director

Cc: Sam Maranto

14

# City of Manchester New Hampshire

*In the year Two Thousand and*

Seven

## AN ORDINANCE

"Amending Sections 33.024 & 33.025 (Youth Worker, Youth Worker Supervisor & Youth Worker Coordinator – Pilot Youth Program) of the Code of Ordinances of the City of Manchester."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

SECTION 33.024 CLASSIFICATION OF POSITIONS be amended as follows:

Establish a Pilot Youth Position of Youth Worker, Class Code 1001  
Establish Pilot Youth Position of Youth Position of Youth Worker  
Supervisor, Class Code 1002  
Establish Pilot Youth Position of Youth Worker Coordinator, Class Code  
1003

SECTION 33.025 COMPENSATION OF POSITIONS be amended as follows:

Establish a Pilot Youth Position of Youth Worker, Grade 3-A **non-exempt**  
Establish a Pilot Youth Position of Youth Worker Supervisor, Grade 8  
**non-exempt**  
Establish a Pilot Youth Position of Youth Worker Coordinator, Grade 12  
**non-exempt**

This Ordinance shall take effect upon its passage and all Ordinances or parts of Ordinances inconsistent therewith are hereby repealed.



David W. Jagodowski  
President, Friends of the Manchester Animal Shelter (FMAS)  
PO Box 393  
Manchester, NH 03105  
603.497.4878

January 10, 2007

Mayor, Honorable Frank C. Guinta  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

Re: Animal Shelter Service Contract Renewal

Dear Mr. Mayor:

I had the honor of meeting with you back on August 1<sup>st</sup> of last year, along with our shelter manager, Kenneth Murphy, to discuss the role of the Manchester Animal Shelter in the community and the type of support we might require from the city going into the future. Let me reiterate that we have been pleased with our relationship with the city these past years and wish to retain it. To my knowledge, the city, its residents, and the police department have been very satisfied with the quality of the services our organization has been able to provide.

On June 30, 2007, our first 5-year contract with the city will expire. I have met with our board of directors and we have reached consensus on another 5-year contract which maintains the exact relationship of the current contract with only slight modifications. I have included a copy of our current contract with this letter as well as a copy of the amended contract as we would like to see it. For your convenience I have highlighted all proposed changes in the amended version.

For reference, I have included a graph that shows how FMAS' expenses have increased in response to city growth and the increasing animal population. For us, this manifests itself as a need for more paid staff, increased veterinary services, and medicine to treat more sick/injured animals.

The linear slope allows us to predict the shelter's future expenditures, which was integral in our assessment of how much support we should expect from the city as we move ahead. When our current contract was signed back in July 2002, the city agreed to fund \$40,000/year for the operation of the animal shelter. This represented about 30% (.292) of our 2001 operating cost of \$136,844. As we look to begin a new 5-year term with the city in 2007, we would like to renew at that same 30% level based on our projected 2006 expenses of \$230,000. This would fund the shelter at \$69,000 per year, as indicated on line 4 in our proposed contract.

It is my sincere hope that you will find this to be a reasonable request for the running of a vital city service, and I anticipate I will hear from your office shortly regarding the feasibility of this proposal.

Looking ahead, I feel you should be aware that the current (city-owned) shelter building on 490 Dunbarton Road is fast becoming inadequate to provide for a city of this size. FMAS wants to expand the operation, but our organization has legitimate concerns about funding the expansion of a building we do not own, on property we do not control. I would appreciate the opportunity to meet with you this year and work toward a solution that serves both of our interests and provides adequately for both the people and animals of Manchester.

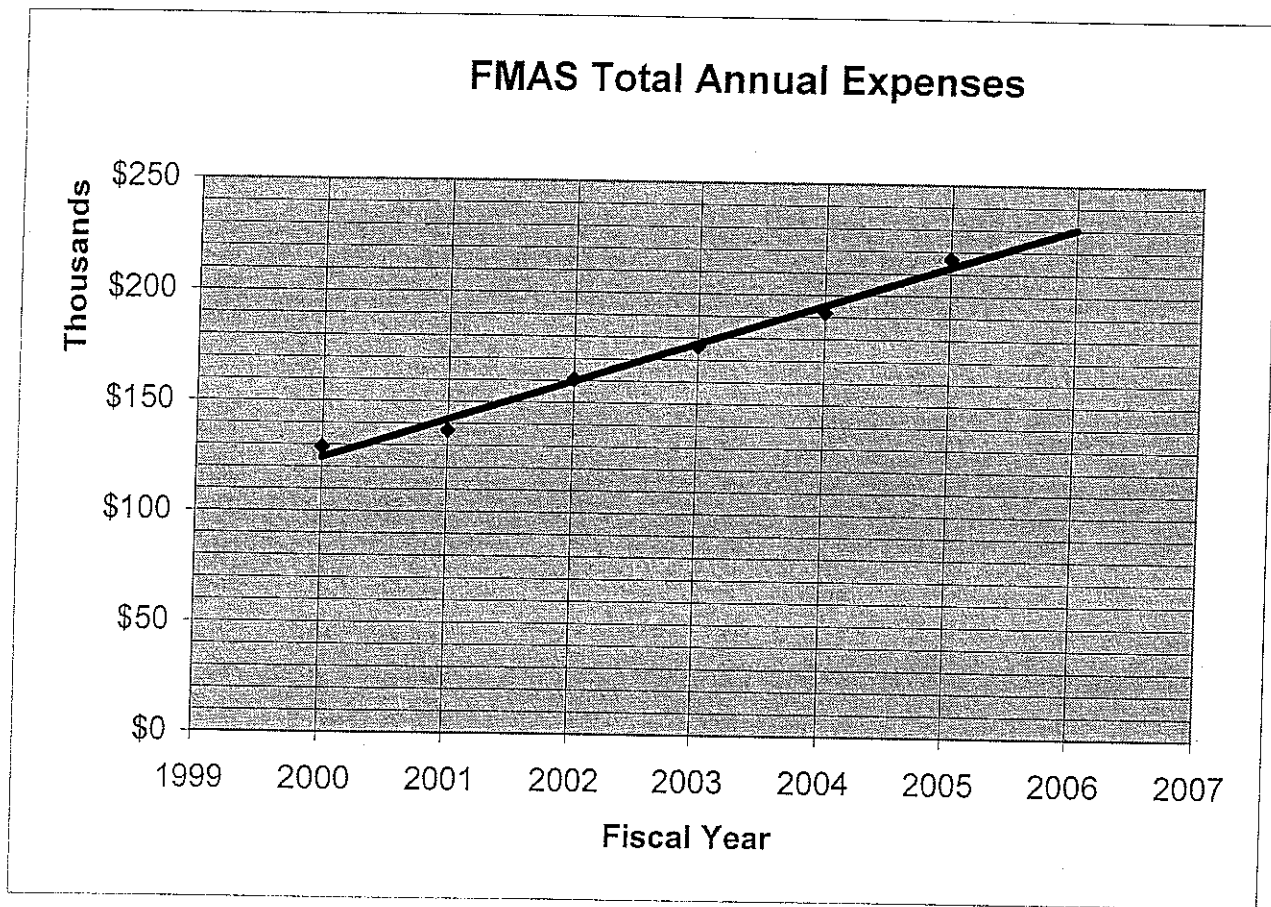
Sincerely,

David W. Jagodowski  
President, FMAS

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## Friends of the Manchester Animal Shelter Operating Expenses

Fiscal Year	Expenses
2000	\$128,952
2001	\$136,844
2002	\$160,765
2003	\$176,067
2004	\$192,028
2005	\$216,670
(projected ) 2006	\$230,499



## SERVICE CONTRACT ~~(Proposed 2007)~~

This Service Agreement Contract ("Agreement") made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, ~~2007~~ by and between The Friends of the Manchester Animal Shelter (hereinafter referred to as "FMAS"), a non-profit corporation organized and existing under the laws of the State of New Hampshire having an address of P.O. Box 393, Manchester, New Hampshire, and the City of Manchester, (hereinafter referred to as "City") a body politic and corporate, having an address of City Hall, 1 City Hall Plaza, Manchester New Hampshire.

WHEREAS, the City desires to retain the services of FMAS to operate and to maintain an animal shelter facility located at 490 Dunbarton Road, Manchester, New Hampshire ("Facility"); and

WHEREAS, the City and FMAS desire to enter into this Agreement to set forth the terms and conditions of the service relationship between the City and FMAS;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of this Agreement is 5 years, commencing upon July 1, ~~2007~~ and terminating June 30, ~~2012~~. Upon written agreement of both parties, the terms of this Agreement may be renewed for an additional five year period.
2. The parties agree to enter into a Lease arrangement regarding the property known as 490 Dunbarton Road, Manchester, New Hampshire, the terms of which are incorporated herein.
3. Each of the parties agree to perform certain functions as set forth herein.
4. The City shall pay FMAS the sum of ~~Sixty-Nine Thousand Dollars~~ ~~(\$69,000.00)~~ per year for the goods and services to be provided by FMAS to the City pursuant to this Agreement.

5. The City's payment pursuant to this Agreement shall be adjusted annually on July 1<sup>st</sup> ("the Adjustment Date"). The basis for such adjustment shall be the percentage increase in the past year in the Consumer Price Index, United States Urban Areas. On the Adjustment Date, the annual payment of the prior year, multiplied by the percentage of increase, shall be the amount added to such prior year's annual payment to determine the annual payment until the next Adjustment Date. In no event shall the payment after adjustment be less than the payment of the prior year.

6. The City, by and through its agents, shall: enforce and prosecute, in its discretion, the animal laws of the State of New Hampshire and the animal ordinances of the City.

7. FMAS shall perform the following duties:

- a. Operate, coordinate and staff the Facility;
- b. Accept all stray and homeless animals from within the City of Manchester as physical space at the shelter facility allows;
- c. Provide shelter, food and other maintenance needs for those animals, in its charge, in sufficient quantity as will enable those animals to remain in good health during their stay at the Facility;
- d. Perform a visual and physical examination of each animal in its care;
- e. Maintain a records system of all animals accepted into its care;
- f. Collect impoundment, care and maintenance fees as established by the City of Manchester and/or the laws of the State of New Hampshire. FMAS shall retain all collected fees including adoption charges for its own purposes;



g. Care and maintain all animals accepted by it from the City which are not claimed by their owners, or whose owners cannot be identified, subsequent to the passage of the holding period imposed by law. FMAS shall become the lawful owner of the unclaimed animals in accordance with applicable law;

h. Procure insurance certificates with the City as an additional named insured in the amount of One Million Dollars (\$1,000,000.00) for general liability and worker's compensation coverage for the term of this Agreement; and

i. Keep books and records of its costs of providing the goods and services outlined above to those animals impounded by the City and its agents, which books shall be open for the inspection during reasonable business hours by the City or its representatives. FMAS shall also keep records of all fees collected, and make them open for inspection as detailed above. The City shall have the right to audit the books of FMAS which shall be kept in accordance with generally accepted accounting standards.

8. FMAS agrees to be open to the public for a minimum of 34 hours per week to include at least one weekend day. ~~FMAS shall be allowed to set and keep their own hours within this guideline.~~ As of the start date of this contract, FMAS shall make a good faith effort to be open to the public during the following times:

~~Monday~~ 10:00 a.m. - 4:00 p.m.

~~Tuesday~~ 10:00 a.m. - 4:00 p.m.  
6:00 p.m. - 8:00 p.m.

~~Thursday~~ 10:00 a.m. - 4:00 p.m.  
6:00 p.m. - 8:00 p.m.

~~Friday~~ 10:00 a.m. - 4:00 p.m.

Saturday 10:00 a.m. - 4:00 p.m.

9. FMAS shall coordinate and manage the entire staffing of the Facility.

Members of the public wishing to volunteer at the Facility will be screened, interviewed and trained solely by FMAS. FMAS shall have the sole responsibility of firing, retaining and/or terminating its paid employees and volunteers.

10. Procedure for depositing animals, impounded by the City at the Facility shall be as follows:

a. Such animals shall be placed in a cage inside the Facility building.

At a minimum, two crates in the holding room of the Facility will be in "ready" condition (sterilized, lined with newspaper, containing a litter box with fresh litter, clean towel, dry food and water) at all times for the deposit of a cat impounded by the City. Two dog runs will also be kept in similar "ready" condition for the deposit of a dog impounded by the City;

b. An intake form, approved by the Manchester Police Department, will be completed by any agent of the City, depositing an animal at the Facility. The intake form will contain all the necessary information for the care and maintenance of the animal, including owner information, if known. The intake form shall be attached to the appropriate crate or run in which the animal is housed;

c. Upon the deposit of a sick or injured animal at the Facility, the depositing agent of the City shall immediately contact a shelter manager or the facility's emergency on call number. If the animal appears to require immediate medical attention, the agent shall deliver the animal to a designated veterinarian or if after hours, to the Veterinary Emergency Center of Manchester (VECM) 55 Carl Dr, Manchester, New Hampshire.

and

d. FMAS shall accept all animals deposited at the Facility by agents of the City. FMAS shall be deemed to have taken responsibility for such animals when the animal is delivered to the Facility, with required information as stated above.

e. FMAS shall accept M.P.D. dogs for kenneling purposes while the officer is on vacation on the condition the dog's officer supplies FMAS with the dog's provisions for the kenneling period.

11. A City agent in the field shall have the authority to dispose of any animal deemed an immediate danger to the public. If any animal impounded by the City is perceived to be an unacceptable risk, said animal shall be evaluated by FMAS. If said animal is deemed to bear unacceptable risk to the public, the animal shall be disposed of by a licensed veterinarian.

12. Nothing within this Agreement shall be construed in any manner so as to prevent FMAS from raising funds to fulfill the purpose for which it was incorporated pursuant to the laws of the State of New Hampshire or construed in any manner so as to prevent agents of the City from fulfilling their duties or obligations pursuant to State law.

13. This Agreement shall not be assigned without written consent of either party.

14. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Hampshire.

15. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

16. No amendment or modification of this Agreement shall be valid or effective unless in writing and signed by the parties to this Agreement.

17. This Agreement shall be binding upon the parties, their successors, assigns and personal representatives, and shall become effective upon signing by both parties.

18. This Agreement embodies the entire Agreement of the parties with respect to its subject matter and merges with and supersedes all prior discussions, agreements, commitments, or understandings of every kind and nature relating thereto, whether oral or written. Neither party shall be bound by any term or condition other than is expressly set forth herein.

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

THE FRIENDS OF THE  
MANCHESTER ANIMAL SHELTER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

CITY OF MANCHESTER

By: \_\_\_\_\_

Title: \_\_\_\_\_

## SERVICE CONTRACT

*current contract*

This Service Agreement Contract ("Agreement") made and entered into as of this 1st day of July, 2002 by and between The Friends of the Manchester Animal Shelter (hereinafter referred to as "FMAS"), a non-profit corporation organized and existing under the laws of the State of New Hampshire having an address of P.O. Box 393, Manchester, New Hampshire, and the City of Manchester, (hereinafter referred to as "City") a body politic and corporate, having an address of City Hall, 1 City Hall Plaza, Manchester, New Hampshire.

WHEREAS, the City desires to retain the services of FMAS to operate and to maintain an animal shelter facility located at 490 Dunbarton Road, Manchester, New Hampshire ("Facility"); and

WHEREAS, the City and FMAS desire to enter into this Agreement to set forth the terms and conditions of the service relationship between the City and FMAS;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of this Agreement is one year, commencing upon July 1, 2002 and terminating June 30, 2007. Upon written agreement of both parties, the terms of this Agreement may be renewed for an additional five year period.
2. The parties agree to enter into a Lease arrangement regarding the property known as 490 Dunbarton Road, Manchester, New Hampshire, the terms of which are incorporated herein.
3. Each of the parties agree to perform certain functions as set forth herein.
4. The City shall pay FMAS the sum of Forty Thousand Dollars (\$40,000.00) per year for the goods and services to be provided by FMAS to the City pursuant to this Agreement.

5. The City's payment pursuant to this Agreement shall be adjusted annually on July 1<sup>st</sup> ("the Adjustment Date"). The basis for such adjustment shall be the percentage increase in the past year in the Consumer Price Index, United States Urban Areas. On the Adjustment Date, the annual payment of the prior year, multiplied by the percentage of increase, shall be the amount added to such prior year's annual payment to determine the annual payment until the next Adjustment Date. In no event shall the payment after adjustment be less than the payment of the prior year.

6. The City, by and through its agents, shall: enforce and prosecute, in its discretion, the animal laws of the State of New Hampshire and the animal ordinances of the City.

7. FMAS shall perform the following duties:

- a. Operate, coordinate and staff the Facility;
- b. Accept animals only from within the City of Manchester;
- c. Provide shelter, food and other maintenance needs for those animals, in its charge, in sufficient quantity as will enable those animals to remain in good health during their stay at the Facility;
- d. Perform a visual and physical examination of each animal in its care;
- e. Maintain a records system of all animals accepted into its care;
- f. Collect impoundment, care and maintenance fees as established by the City of Manchester and/or the laws of the State of New Hampshire. FMAS shall retain all collected fees including adoption charges for its own purposes;

g. Care and maintain all animals accepted by it from the City which are not claimed by their owners, or whose owners cannot be identified, subsequent to the passage of the holding period imposed by law. FMAS shall become the lawful owner of the unclaimed animals in accordance with applicable law;

h. Procure insurance certificates with the City as an additional named insured in the amount of One Million Dollars (\$1,000,000.00) for general liability and worker's compensation coverage for the term of this Agreement; and

i. Keep books and records of its costs of providing the goods and services outlined above to those animals impounded by the City and its agents, which books shall be open for the inspection during reasonable business hours by the City or its representatives. FMAS shall also keep records of all fees collected, and make them open for inspection as detailed above. The City shall have the right to audit the books of FMAS which shall be kept in accordance with generally accepted accounting standards.

8. FMAS agrees to be open to the public for a minimum of 35 hours per week to include at least one weekend day. FMAS shall make a good faith effort to be open to the public during the following times:

Monday	11:00 a.m. – 3:00 p.m.
Tuesday	11:00 a.m. – 3:00 p.m. 6:00 p.m. – 8:00 p.m.
Wednesday	11:00 a.m. – 3:00 p.m.
Thursday	11:00 a.m. – 3:00 p.m. 6:00 p.m. – 8:00 p.m.
Friday:	11:00 a.m. – 3:00 p.m.
Saturday	10:00 a.m. – 4:00 p.m.

Sunday 10:00 a.m. – 4:00 p.m.

9. FMAS shall coordinate and manage the entire staffing of the Facility.

Members of the public wishing to volunteer at the Facility will be screened, interviewed and trained solely by FMAS. FMAS shall have the sole responsibility of firing, retaining and/or terminating its paid employees and volunteers.

10. Procedure for depositing animals, impounded by the City at the Facility shall be as follows:

- a. Such animals shall be placed in a cage inside the Facility building.

At a minimum, two crates in the holding room of the Facility will be in "ready" condition (sterilized, lined with newspaper, containing a litter box with fresh litter, clean towel, dry food and water) at all times for the deposit of a cat impounded by the City. Two dog runs will also be kept in similar "ready" condition for the deposit of a dog impounded by the City;

- b. An intake form, approved by the Manchester Police Department, will be completed by any agent of the City, depositing an animal at the Facility. The intake form will contain all the necessary information for the care and maintenance of the animal, including owner information, if known. The intake form shall be attached to the appropriate crate or run in which the animal is housed;

- c. Upon the deposit of a sick or injured animal at the Facility, the depositing agent of the City shall immediately contact the Facility's emergency on call number. If the animal appears to require immediate medical attention, the agent shall deliver the animal to a designated veterinarian or if after hours, to the Animal Emergency



Clinic of Southern New Hampshire, 2626 Brown Avenue, Manchester, New Hampshire;  
and

d. FMAS shall accept all animals deposited at the Facility by agents of the City. FMAS shall be deemed to have taken responsibility for such animals when the animal is delivered to the Facility, with required information as stated above.

e. FMAS shall accept M.P.D. dogs for kenneling purposes while the officer is on vacation on the condition the dog's officer supplies FMAS with the dog's provisions for the kenneling period.

11. A City agent in the field shall have the authority to dispose of any animal deemed an immediate danger to the public. If any animal impounded by the City is perceived to be an unacceptable risk, said animal shall be evaluated by, and a majority decision made by a committee consisting of an Animal Control Officer, a licensed veterinarian, the Facility manager, an animal behaviorist and a member of the FMAS walk team. If said animal is deemed to be an unacceptable risk to the public, the animal shall be disposed of by a licensed veterinarian.

12. Nothing within this Agreement shall be construed in any manner so as to prevent FMAS from raising funds to fulfill the purpose for which it was incorporated pursuant to the laws of the State of New Hampshire or construed in any manner so as to prevent agents of the City from fulfilling their duties or obligations pursuant to State law.

13. This Agreement shall not be assigned without written consent of either party.

14. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Hampshire.

15. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

16. No amendment or modification of this Agreement shall be valid or effective unless in writing and signed by the parties to this Agreement.

17. This Agreement shall be binding upon the parties, their successors, assigns and personal representatives, and shall become effective upon signing by both parties.

18. This Agreement embodies the entire Agreement of the parties with respect to its subject matter and merges with and supersedes all prior discussions, agreements, commitments, or understandings of every kind and nature relating thereto, whether oral or written. Neither party shall be bound by any term or condition other than is expressly set forth herein.

Date: 6-6-02

Linda Perreault  
Witness

THE FRIENDS OF THE MANCHESTER  
ANIMAL SHELTER

By:

[Signature]  
Title: President

Date: 7/1/02

[Signature]  
Witness

CITY OF MANCHESTER

By:

[Signature]  
Title: Mayor

# City of Manchester New Hampshire

*In the year Two Thousand and Seven*

## A RESOLUTION

“Amending the FY 2007 Community Improvement Program, authorizing and appropriating funds in the amount of Two Thousand Five Hundred Dollars (\$2,500) for the FY2007 CIP 310307 Foreign Language Audio Discs Project.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2007 CIP as contained in the 2007 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen on behalf of the City Library wishes to accept funds in the amount \$2,500 from the Benjamin Cohen Trust Under Will, administered by TD Banknorth Wealth Management Group to purchase foreign language audio discs;

NOW, THEREFORE, be it resolved that the 2007 CIP be amended as follows:

**By adding:**

FY2007 CIP 310307 – Foreign Language Audio Discs - \$2,500 Other

Resolved, that this Resolution shall take effect upon its passage.

16

# City of Manchester New Hampshire

*In the year Two Thousand and Seven*

## A RESOLUTION

"A Resolution appropriating to the Central Business Service District the sum of \$244,000 from Central Business Service District Funds for Fiscal Year 2008."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

That the sum of Two Hundred Forty Four Thousand Dollars (\$244,000) from Central Business Service District funds shall be hereby appropriated to the Central Business Service District for Fiscal Year 2008 as follows:

RESTRICTED FUNDS: Subject to the approval of the Planning Director.

Expenses.....\$244,000

TOTAL.....\$244,000

RESOLVED that this Resolution shall take effect upon its passage.



Robert S. MacKenzie, AICP  
Director

# CITY OF MANCHESTER

## Planning and Community Development

Planning  
Community Improvement Program  
Growth Management



Staff to:  
Planning Board  
Heritage Commission  
Millyard Design Review Committee

May 31, 2007

Honorable Members of the Board of Mayor and Aldermen  
City Hall  
One City Hall Plaza  
Manchester, New Hampshire 03101

*re: Report of the Central Business Service District Advisory Board*

Honorable Board Members:

The CBSD Advisory Board has met and we are providing their recommendation on levels of service and geographic area of the CBSD, which is operated on the City's behalf by Intown Manchester.

If you have any questions, I will be available at your meeting.

Sincerely,

Robert S. MacKenzie, AICP  
Interim Director of Economic Development

17  
One City Hall Plaza, Manchester, New Hampshire 03101  
Phone: (603) 624-6450 Fax: (603) 624-6529  
E-mail: [planning@ManchesterNH.gov](mailto:planning@ManchesterNH.gov)  
[www.ManchesterNH.gov](http://www.ManchesterNH.gov)

# Report of the Central Business District Advisory Board

To the Board of Mayor and Aldermen

May 2007

This report is pursuant to the requirements of Chapter 37: Central Business District Service Districts of the City Ordinances and to the requirements of New Hampshire Revised Statutes Annotated 31:122. In Manchester, there is only one district generally encompassing the Downtown and Millyard. Each property owner pays an additional surcharge on the property tax. Currently the City contracts with a non-profit organization – Intown Manchester – to carry out the services within the area.

## *Advisory Board Responsibilities*

The CBSD Advisory Board is established to provide recommendations to the Board of Mayor and Aldermen on the geographic area of Central Business Service Districts and on the types and levels of services to be offered. The Advisory Board normally meets in the early part of each year to provide a recommendation into the BMA budget process.

## *Recommendations to the Board of Mayor and Aldermen*

It is the recommendation of the Central Business Service District Advisory Board at their meeting held on May 23, 2007 that:

- 1) That the geographic area of the current district is adequate and does not need to be changed in 2007. The CBSD Advisory Board may meet again this fall to again review the possible expansion of the district for 2008.
- 2) The scope of services outlined in the Intown Manchester budget summary (FY 08 Budget Proposal) is appropriate and consistent with the recommended priorities of the Advisory Board as noted in a) through c) below. The Advisory Board also indicated their support of the level of services provided it does not increase the CBSD tax rate.
  - a) Maintenance. This to include: insuring that the public areas are clean and inviting (including after events in the evenings and weekends); advocating programs with businesses to promote cleanliness; coordinating maintenance responsibilities with various City Departments; and advocating for infrastructure improvements in the District.
  - b) Beautification. This to include: improving the greening and flowering of the district; promoting façade and private sign upgrades in the district; insuring that seasonal displays are installed and removed on a timely basis; and promoting lively streetscape features such as banners.
  - c) Communication and Marketing. This to include: advocating for downtown life and business; outreaching to and getting to know all property owners and businesses; and communicating with the public, property owners and businesses about events and other important information about the downtown.

# City of Manchester New Hampshire

*In the year Two Thousand and Seven*

## A RESOLUTION

"Continuation of the Central Business Service District."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

- WHEREAS, the establishment of Central Business Service Districts are authorized under provision of RSA 31:120 through RSA 31:125; and
- WHEREAS, the Board of Mayor and Aldermen have further authorized the establishment of such districts and has set forth procedures for the same in Chapter 37 of the Code of Ordinance; and
- WHEREAS, the Board of Mayor and Aldermen, after consultation with and on the recommendation of an Advisory Board of owners and tenants within the proposed district, find that a central business service district should be continued:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN:

1. That the recommended boundaries of the district within which services will be provided and assessments made on the property are:

Beginning at a point at the intersection of River Road and west North Street; thence easterly along West North Street and continuing along North Street to Bay Street;  
thence southerly along Bay Street to Sagamore Street;  
thence along Sagamore Street to a point at the rear property line of property at 1631 Elm Street (Rite-Aid);  
thence generally southerly along the rear property line of property at 1631 Elm Street (Rite-Aid) to Pennacook Street;  
thence westerly along Pennacook Street to an alley – Elm Street East Back;  
thence southerly along Elm Street East Back Alley to Blodgett Street;  
thence westerly along Blodgett Street to an alley – Elm Street East Back;  
thence southerly along Elm Street East Back Alley to Brook Street;  
thence easterly along Brook Street to Temple Court;  
thence southerly along Temple Court to Harrison Street;  
thence westerly along Harrison Street to the rear of the building at 1415 Elm Street (the "Sears Building" so-called);  
thence southerly along the rear of the building at 1415 Elm Street (the "Sears Building" so-called) to Prospect Street;  
thence continuing southerly along the rear property line of 1331-1375 Elm Street to Myrtle Street;  
thence continuing southerly along an alley – North Church Street to Orange Street;

# City of Manchester New Hampshire

*In the year Two Thousand and Seven*

## A RESOLUTION

"Continuation of the Central Business Service District."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

thence easterly along Orange Street to Chestnut Street;  
thence southerly along Chestnut Street to Bridge Street;  
thence easterly along Bridge Street to Pine Street;  
thence southerly along Pine Street to Manchester Street;  
thence westerly along Manchester Street to Chestnut Street;  
thence southerly along Chestnut Street to Auburn Street;  
thence westerly along Auburn Street to Elm Street;  
thence southerly along Elm Street to the southerly point of property on the  
west side of Elm Street now or formerly of Allen-Bradely Corp.;  
thence westerly along the property line of said property to the B & M rail  
line;  
thence continuing westerly across property of the City of Manchester to  
the Merrimack River;  
thence northerly along the Merrimack River to the Amoskeag Dam;  
thence easterly from the Amoskeag Dam on a line extending to River  
Road;  
thence northerly along River Road to West North Street; said point also  
being the point of beginning.

That the district is to include all properties within the described  
boundaries.

2. That the assessed values of the properties for purposes of assessments be  
established in accordance with the property tax maps and records as  
maintained by the Board of Assessors.
3. That services to be provided within the District consist of daily cleaning,  
maintenance and inspection of incidental repairs within the right-of-way in  
the District and such other services as determined by the Advisory Board.
4. That the special district assessment for Fiscal Year 2008 be established at  
\$.3643 per thousand dollars of assessed value of each property assessed  
within the district.
5. That the special district assessment shall be made against the owners of all  
commercial, all industrial and residential properties of five units or more,  
(excluding multi unit condominium properties).

Resolved, that this Resolution shall take effect upon its passage.



To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Community Improvement respectfully advises, after due and careful consideration, that it has requested staff to prepare documents to provide that the City agree to extend the term on the 2<sup>nd</sup> mortgage relating to Lowell Terrace Associates property located at the northwest corner of Lowell and Chestnut Streets to coincide with the expiration of the existing first mortgage in 2013.

*(Unanimous vote)*

Respectfully submitted,

**IN BOARD OF MAYOR & ALDERMEN**

**DATE:** May 15, 2007

**ON MOTION OF ALD.** Forest

**SECONDED BY ALD.** Shea

**VOTED TO** table.

*L. N. Bernier*  
**CITY CLERK**

Clerk of Committee

8-14-06 Tabled  
10-23-06 Remained  
Tabled



**City of Manchester  
Department of Finance**

One City Hall Plaza  
Manchester, New Hampshire 03101  
Phone: (603) 624-6460  
Fax: (603) 624-6549

August 9, 2006

Alderman Michael Garrity  
C/O Mr. Leo Bernier  
City Clerk  
One City Hall Plaza  
Manchester, NH 03101

Dear Alderman Garrity,

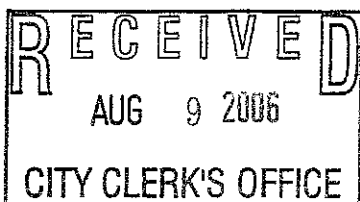
Attached is a copy of correspondence from Lowell Terrace Associates proposing a mortgage/debt consolidation for the property on the northwest corner of Lowell and Chestnut Streets. This is the item that I spoke to you about last week. With your permission, I would like to have the item discussed at the next CIP Committee meeting.

The proposal from the partnership has already been reviewed by the City Solicitor, Economic Development Director, and the Mayor's Office. Please feel free to contact me with any questions.

Sincerely,

Kevin A. Clougherty  
Finance Officer

C: Thomas Clark  
Paul Borek  
Randy Sherman  
Mayor Frank Guinta  
Ken Edwards, MHRA  
Peter Morgan, Property Services  
Tom Musgrave, William Steele Associates



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WILLIAM STEELE & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

40 STARK STREET

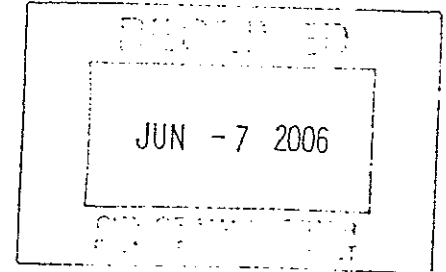
MANCHESTER, NEW HAMPSHIRE 03101

OFFICE 603-622-8881

FAX 603-647-4520

June 6, 2006

Mr. Kevin Clougherty, Finance Director  
City of Manchester  
One City Hall Plaza East  
Manchester, NH 03101



RE: Lowell Terrace Associates

Dear Kevin:

Thank you for arranging the meeting on May 4, 2006. The meeting and subsequent telephone call the week of the 22<sup>nd</sup> was helpful. I believe we have reached some meaningful preliminary agreements concerning the terms of the original Promissory Note (Note) and subsequent amendment and modifications that will allow us to resolve the remaining issues to our mutual satisfaction.

Based on our discussions, it is my understanding that Lowell Terrace Associates (LTA) and the Manchester Housing Authority (City) agree on the following.

First, the \$1,250,000 portion of the Note is not due at this time. LTA and the City agree that the 1994 Promissory Note Amendment and subsequent modifications have extended the due date of the \$1,250,000 portion of the Note to July 1, 2013. The principal balance outstanding on this portion of the loan was \$559,811 as of December 31, 2005. Based on continuing monthly payments of \$6,885.71, this portion of the loan will be paid in full on July 1, 2013.

Second, the \$250,000 portion of the Note is due. As you know, this \$250,000 portion of the original loan has all of the characteristics of a fifty percent (50%) equity interest in the partnership. These characteristics will be described in more detail in the paragraphs that follow. The City has asked LTA to make a proposal concerning the amount of the pay off.

LTA is prepared to make the City an offer to settle the \$250,000 portion of the original loan and, once the City has reviewed and accepted the proposal, LTA will immediately seek replacement financing to pay off the City.

The original Note terms relating to the \$250,000 portion of the loan have all of the characteristics of a 50% equity interest in the partnership. Section 4 of the Note contains these provisions.

Section 4.a) of the Note describes LTA's obligation to pay interest to the City equal to 50% of the project's cash flow. In this regard, whenever LTA has made cash distributions of accumulated cash flow to its partners, a corresponding and equal cash payment has been made to the City. In connection with its settlement proposal, LTA is prepared to pay to the City 50% of the cash in its accounts, excluding cash held by LTA representing tenant deposits.

Mr. Kevin Clougherty, Finance Director

June 6, 2006

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Section 4.b) of the Note describes LTA's obligation on the twentieth anniversary date of the loan. There has been some disagreement and or misunderstanding concerning this particular provision of the loan. The City, as I understand it, feels that it would be inappropriate to reduce its entitlement under Section 4.b) of the Note by the balance outstanding on the \$1,250,000 portion of the loan. LTA maintains that the balance outstanding on the \$1,250,000 portion of the loan must be taken into account when calculating the City's entitlement. If the outstanding balance on the \$1,250,000 portion of the loan were not taken into account, the City would receive a payment exceeding the value of its 50% equity interest in the project.

Neither party expected an outstanding balance on the \$1,250,000 portion of the loan when the balloon payment due date provision for the \$250,000 portion of the loan was drafted in 1984. However, due to economic circumstances beyond the control of LTA and the City, the project was not able to service its debt and fell behind on its property taxes. Rather than assert its rights as a lien holder entitled to the delinquent property taxes, or assert its rights as the holder of the Note (which was headed into default), the City agreed to certain modifications of the Note in lieu of initiating action to take possession of the partnership's property. I submit to you that the City's actions were well reasoned and were motivated, in principal part, by the desire to protect its right to repayment of the entire outstanding balance of the loan (a balance exceeding \$1,217,000 at the time). It is not inconceivable that the City could have lost hundreds of thousands of dollars had it chosen to take possession of the property in 1994. Instead, the City acted in a manner that was both prudent and in its best interests as a lender and owner of 50% of the partnership equity. The City's actions also allowed the partners of LTA an opportunity to salvage their own 50% equity interest.

In LTA's opinion, the City's balloon payment entitlement on the \$250,000 portion of the original Note must take into account the balance outstanding on the \$1,250,000 portion of the Note. If the City's entitlement were calculated in any other manner, it would contradict the business deal between LTA and the City wherein the City was awarded a 50% equity interest in the project for its \$250,000 loan.

LTA's proposal to pay off the \$250,000 portion of the loan has been determined by treating the City as a 50% equity owner in the partnership. More specifically, the attached calculations estimate the City's balloon payment entitlement under Section 4.b) of the Note by projecting the net cash proceeds available to the partnership assuming a hypothetical sale of the property on August 1, 2006, followed by a distribution of the partnership's net assets in liquidation of the partnership.

The following assumptions are integral parts of the attached calculations.

1. The market value of the property is equal to its assessed value of \$1,255,800.
2. The outstanding principal balance on the \$1,250,000 portion of the loan is \$515,536 on August 1, 2006.

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Mr. Kevin Clougherty, Finance Director  
June 6, 2006  
Page 3

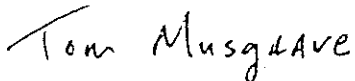
3. A 4% commission would be paid to a third-party broker to facilitate the sale.
4. A New Hampshire real estate transfer tax equal to .75% of the market value would be payable.
5. A New Hampshire Business Profits Tax equal to 8.5% of the gain recognized on sale would be payable.
6. There will be approximately \$150,000 of cash or marketable securities in the partnership's accounts on August 1, 2006.

Based upon the assumptions listed above, LTA estimates the City's entitlement on the \$250,000 portion of the original loan to be \$367,065.

After you have had an opportunity to review this proposal and discuss it with other interested parties, please call me and let me know how you would like to proceed.

Very truly yours.

WILLIAM STEELE & ASSOCIATES, P.C.



Thomas W. Musgrave, CPA

Enclosure

cc: Richard W. Hale w/enclosure  
Peter A. Morgan w/enclosure

LOWELL TERRACE ASSOCIATES  
HYPOTHETICAL SALE AND LIQUIDATION ANALYSIS  
AS OF AUGUST 1, 2006

PROJECTED CASH AVAILABLE UPON LIQUIDATION

Estimated Cash and Value of Marketable Securities	150,000
Net Sale Proceeds - See Below	<u>1,196,150</u>
Estimated Cash Balance and Marketable Securities Value	1,346,150
Projected NH Business Profits Tax	(96,484)
Payoff Balance on \$1,250,000 Portion of Loan	<u>(515,536)</u>
Net Cash Available for Distribution	734,129
City's Equity Interest	<u>50.0%</u>
City's Equity Entitlement	<u><u>367,065</u></u>

HYPOTHETICAL SALE OF PROPERTY

Gross Sale Proceeds	1,255,800	Based on Assessed Value
Third-Party Commission @ 4%	(50,232)	
Real Estate Transfer Tax	<u>(9,419)</u>	.75% x 1,255,800
Net Sale Proceeds	1,196,150	
Adjusted Tax Basis of Property	<u>(61,040)</u>	
Projected Gain on Sale of Property	1,135,110	
NH Business Profits Tax Rate	<u>8.5%</u>	
Projected NH Business Profits Tax	<u><u>96,484</u></u>	

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May 3, 2007

Mr. Randy Sherman  
Assistant Finance Director  
Finance Department  
One City Hall Plaza East  
Manchester, NH 03101

**Re: Lowell Terrace Associates**

Dear Randy:

It was good to meet with you and the other key City department heads on Monday, April 30<sup>th</sup> in preparation of the Community Improvement Plan (CIP) Committee meeting scheduled for May 8<sup>th</sup>. I have again reviewed Tom Musgrave's letter of June 6, 2006, which outlines the history of this project and our proposal last summer.

We now have two (2) major concerns:

1. The treatment of the existing balance of the City's 1<sup>st</sup> mortgage in determining the equity in the project.
2. The current market value of the building. We are contesting the 2006 revaluation.

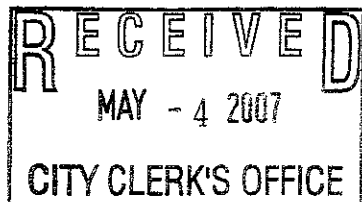
We were and are partners in saving a significant building in Manchester. We have worked closely together for over twenty-three (23) years in restoring and subsequently operating the property through good times and bad. We need to look at the deal itself and move forward to clarify the standing and term of the 2<sup>nd</sup> mortgage piece of our arrangement. There are only two (2) issues.

I look forward to meeting with the Committee on May 8<sup>th</sup>.

Sincerely yours,

*Peter A. Morgan*

Peter A. Morgan  
Managing Partner  
Lowell Terrace Associates



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### Suggested Ways Forward

1. City agrees to extend term on 2<sup>nd</sup> mortgage to July 1, 2013, concurrent with the extension of the existing 1<sup>st</sup> mortgage.
2. City demands payment of the 2<sup>nd</sup> mortgage valued at one-half (1/2) the fair market value of the building without consideration that the 1<sup>st</sup> mortgage is still in place. (Current balance of 1<sup>st</sup> mortgage as of April 30, 2007 is \$470,367.12.)
  - a. The loan will fall into default as the Lowell Terrace partners do not concur on the method of valuing the 2<sup>nd</sup> mortgage.
  - b. The default provisions in the original note clearly provide the method of valuing the 2<sup>nd</sup> mortgage in the event of a default. The remaining balance of the 1<sup>st</sup> mortgage is deducted from the fair market value to establish the value to be paid to retire the 2<sup>nd</sup> mortgage.
3. City agrees that the existing balance of the 1<sup>st</sup> mortgage affects the current value of the 2<sup>nd</sup> mortgage.
  - a. We jointly agree to establish the current fair market value of the property.
  - b. The Lowell Terrace partners will proceed to arrange 3<sup>rd</sup> party financing and within ninety (90) days of 3.a. will pay off the 2<sup>nd</sup> mortgage.






**City of Manchester  
Department of Finance**

One City Hall Plaza  
Manchester, New Hampshire 03101  
(603) 624-6460  
(603) 624-6549 Fax

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## MEMORANDUM

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**Date:** May 30, 2007  
**To:** Board of Mayor and Aldermen  
**From:** William Sanders   
**RE:** Lowell Terrace Requests

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Attached in response to questions and requests at the May 15 BMA meeting are the following documents related to the Lowell Terrace project.

1. The audited partnership financial statements for the years ended June 30, 2006 and June 30, 2005.
2. A four page schedule detailing from inception payments on the \$1,250,000 first mortgage.
3. A summary of interest payments received on the \$250,000 second mortgage.
4. A current amortization schedule through July 2013 for the first mortgage.
5. A copy of Randy Sherman's draft letter of September 18, 2001 regarding Lowell Terrace. This draft letter was referenced at the May 15, 2007 BMA meeting.

We have requested a certificate of insurance and expect to have copies available at the meeting.

**LOWELL TERRACE ASSOCIATES**  
**FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED**  
**DECEMBER 31, 2006 AND 2005**

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OF  
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**WILLIAM STEELE & ASSOCIATES, P.C.**

CERTIFIED PUBLIC ACCOUNTANTS

40 STARK STREET

MANCHESTER, NEW HAMPSHIRE 03101

OFFICE 603-622-8881

FAX 603-647-4520

To the Partners  
Lowell Terrace Associates  
Manchester, New Hampshire

We have compiled the accompanying statements of assets, liabilities and capital - income tax basis of Lowell Terrace Associates (a partnership) as of December 31, 2006 and 2005, and the related statements of revenue and expenses, partners' capital and cash flows - income tax basis for the years then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

*William Steele & Associates, P.C.*

Manchester, New Hampshire  
May 18, 2007

**LOWELL TERRACE ASSOCIATES**  
**STATEMENTS OF ASSETS, LIABILITIES AND PARTNERS' CAPITAL -**  
**INCOME TAX BASIS**  
**DECEMBER 31, 2006 AND 2005**

**ASSETS**

	<u>2006</u>	<u>2005</u>
<b>CURRENT ASSETS</b>		
Cash	\$ 108,715	\$ 116,665
Cash - security deposits	14,029	16,791
Due from Metropolis	<u>3,302</u>	<u>-</u>
<b>TOTAL CURRENT ASSETS</b>	<u>126,046</u>	<u>133,456</u>
<b>PROPERTY AND EQUIPMENT</b>		
Land	50,000	50,000
Building and improvements	1,782,305	1,776,108
Furniture and fixtures	<u>21,429</u>	<u>21,429</u>
	1,853,734	1,847,537
Less: accumulated depreciation	<u>(1,790,565)</u>	<u>(1,786,497)</u>
<b>NET PROPERTY AND EQUIPMENT</b>	<u>63,169</u>	<u>61,040</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 189,215</u></u>	<u><u>\$ 194,496</u></u>

**LIABILITIES AND PARTNERS' CAPITAL**

<b>CURRENT LIABILITIES</b>		
Security deposits payable	\$ 14,209	\$ 16,971
Current portion of notes payable	<u>318,777</u>	<u>316,747</u>
<b>TOTAL CURRENT LIABILITIES</b>	332,986	333,718
<b>LONG-TERM LIABILITIES</b>		
Notes payable, net of current portion	<u>602,764</u>	<u>671,541</u>
<b>TOTAL LIABILITIES</b>	935,750	1,005,259
<b>PARTNERS' CAPITAL (DEFICIT)</b>	<u>(746,535)</u>	<u>(810,763)</u>
<b>TOTAL LIABILITIES AND PARTNERS' CAPITAL</b>	<u><u>\$ 189,215</u></u>	<u><u>\$ 194,496</u></u>

See Accountants' Compilation Report and Notes to Financial Statements

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**LOWELL TERRACE ASSOCIATES**  
**STATEMENTS OF REVENUE AND EXPENSES -**  
**INCOME TAX BASIS**  
**FOR THE YEARS ENDED DECEMBER 31, 2006 AND 2005**

	<u>2006</u>	<u>2005</u>
REVENUE		
Rental income	\$ 267,603	\$ 274,258
Other income	<u>2,231</u>	<u>2,174</u>
TOTAL REVENUE	<u>269,834</u>	<u>276,432</u>
OPERATING EXPENSES		
Real estate taxes	38,300	35,614
Gas	34,893	25,623
Repairs and maintenance	22,640	13,073
Management fees	20,604	18,449
Interest	15,882	29,852
Electricity	12,116	10,046
Insurance	10,038	9,540
Water and sewer	9,303	11,758
Accounting fees	9,261	3,075
Janitorial service	6,351	8,861
Exterminator	4,305	2,600
Depreciation	4,068	4,058
Supplies	3,883	3,171
Fire alarm	2,680	2,659
Waste disposal	2,160	2,160
Filing fee	1,315	-
Bank charges	1,279	1,480
General partner fees	1,200	1,200
Legal fees	1,156	-
Appliances	898	-
Central business district tax	828	804
Rental equipment	571	-
Grounds maintenance	475	1,620
Advertising	461	752
Telephone	375	317
Entertainment	240	67
Rental incentive plan fee	100	-
Foreign tax expense	38	13
Amortization	<u>-</u>	<u>2,250</u>
TOTAL OPERATING EXPENSES	<u>\$ 205,420</u>	<u>\$ 189,042</u>

See Accountants' Compilation Report and Notes to Financial Statements

**LOWELL TERRACE ASSOCIATES**  
**STATEMENTS OF REVENUE AND EXPENSES -**  
**INCOME TAX BASIS**  
**FOR THE YEARS ENDED DECEMBER 31, 2006 AND 2005**

	<u>2006</u>	<u>2005</u>
INCOME FROM OPERATIONS	64,414	87,390
INTEREST AND DIVIDEND INCOME	2,266	2,842
GAIN ON SALE OF SECURITIES	<u>2,640</u>	<u>-</u>
INCOME BEFORE STATE TAXES	69,320	90,232
STATE TAXES PAID	<u>(5,092)</u>	<u>(11,298)</u>
NET INCOME	<u>\$ 64,228</u>	<u>\$ 78,934</u>

See Accountants' Compilation Report and Notes to Financial Statements

**LOWELL TERRACE ASSOCIATES**  
**STATEMENTS OF CHANGES IN PARTNERS' CAPITAL (DEFICIENCY) -**  
**INCOME TAX BASIS**  
**FOR THE YEARS ENDED DECEMBER 31, 2006 AND 2005**

BALANCE, December 31, 2004	\$ (847,697)
Net Income	78,934
Cash Distributions to Partners	<u>(42,000)</u>
BALANCE, December 31, 2005	(810,763)
Net Income	64,228
Cash Distributions to Partners	<u>-</u>
BALANCE, December 31, 2006	<u>\$ (746,535)</u>

See Accountants' Compilation Report and Notes to Financial Statements



**LOWELL TERRACE ASSOCIATES**  
**STATEMENTS OF CASH FLOWS -**  
**INCOME TAX BASIS**  
**FOR THE YEARS ENDED DECEMBER 31, 2006 AND 2005**

	<u>2006</u>	<u>2005</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net Income	\$ 64,228	\$ 78,934
Adjustments to reconcile net income to net cash from operations:		
Depreciation	4,068	4,058
Amortization	-	2,250
Increase (decrease) in assets and liabilities:		
Security deposits payable	(2,762)	(1,850)
Due from Metropolis	(3,302)	-
	<u>62,232</u>	<u>83,392</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>		
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Purchase of new equipment and improvements	(6,197)	(1,118)
Principal payments on notes payable	(66,747)	(64,777)
Cash distributions to partners	-	(42,000)
	<u>(72,944)</u>	<u>(107,895)</u>
<b>NET CASH USED BY FINANCING ACTIVITIES</b>		
<b>NET DECREASE IN CASH</b>	(10,712)	(24,503)
<b>CASH, BEGINNING OF YEAR</b>	<u>133,456</u>	<u>157,959</u>
<b>CASH, END OF YEAR</b>	<u>\$ 122,744</u>	<u>\$ 133,456</u>

**SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION**

	<u>2006</u>	<u>2005</u>
Cash paid during the year for:		
Interest	\$ 15,882	\$ 29,852
State Taxes, net of refunds	\$ 5,092	\$ 11,298

See Accountants' Compilation Report and Notes to Financial Statements

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**LOWELL TERRACE ASSOCIATES**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED DECEMBER 31, 2006 AND 2005**

**NOTE 1. THE PARTNERSHIP**

Lowell Terrace Associates is a New Hampshire general partnership formed on September 1, 1984 for the purpose of managing and investing in real estate for its own purposes or on behalf of others. During 1986, the Partnership, through a related party (See Note 5), completed the construction of a 63-unit low-income housing project in Manchester, New Hampshire. Occupancy in units of the project includes leases whose rent levels conform to the Section 8 Existing Program offered by the United States Department of Housing and Urban Development. This project is presently the Partnership's only investment.

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Basis of Presentation

The Partnership's policy is to prepare its financial statements on the accounting basis used for income tax purposes, generally on the basis of cash receipts and disbursements. On such basis, the financial statements do not include rents accrued or uncollected, or accounts payable for services billed but unpaid and other accrued liabilities. These policies differ from generally accepted accounting principles whereby income and the related assets are recognized when earned and certain expenses are recognized when the related obligations are incurred.

Depreciation

Depreciation is computed using straight-line and accelerated methods over lives ranging from five to twenty-eight years.

Deferred Costs

Financing fees have been amortized over the term (20 years) of the underlying indebtedness to which it relates.

Income Taxes

Lowell Terrace Associates is treated as a Partnership for federal income tax purposes and does not incur federal income taxes. Instead, the Partnership's profits and losses are reported in the individual partners' tax return. The Partnership is liable for state income taxes and state business taxes. When state taxes are paid by the Partnership, such taxes are reflected in the partners' distributive share of income or loss.

Concentration of Credit Risk

The Partnership occasionally maintains deposits in excess of Federally insured limits. Statements of Financial Accounting Standards No. 105 identifies these items as a concentration of credit risk requiring disclosure regardless of the degree of risk. The risk is managed by maintaining all deposits in high quality financial institutions.

**LOWELL TERRACE ASSOCIATES  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2006 AND 2005**

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

Reclassifications

Certain amounts in the December 31, 2005 financial statements have been reclassified to conform to the December 31, 2006 presentation.

**NOTE 3. NOTES PAYABLE**

Notes payable at December 31, 2006 and 2005 consist of the following:

	<u>2006</u>	<u>2005</u>
\$1,500,000 Promissory Note dated December 1984, (as amended and modified) with the following terms and conditions:		
\$1,250,000 of the Promissory Note bears interest at 3%; payable in monthly installments of \$6,886; matures July 2013. The note is secured by a first mortgage on the project and the personal guarantees of the partners.	\$ 493,064	\$ 559,811
\$250,000 of the Promissory Note requires annual interest payments commencing in 1987 equal to 50% of the net cash flows of the project, as defined; a balloon payment of principal and interest is due under the terms of the original note 20 years after completion of construction equal to one-half (1/2) of the fair market value of the property at that date. The note is secured by a first mortgage on the project and the personal guarantees of the partners. Interest payments of \$12,000 were made in 2005.	250,000	250,000
Note payable to a partner; principal due on demand, interest at 10.5% per annum; collateralized by a mortgage on the project. No payments were made on this note during 2006 and 2005.	80,000	80,000

**LOWELL TERRACE ASSOCIATES**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED DECEMBER 31, 2006 AND 2005**

**NOTE 3. NOTES PAYABLE (continued)**

	<u>2006</u>	<u>2005</u>
Other unsecured notes payable due to affiliated entities and partners of the Partnership, with no repayment terms or rates of interest specified.	<u>\$ 98,477</u>	<u>\$ 98,477</u>
	921,541	988,288
Less: current portion due within one year	<u>(318,777)</u>	<u>(316,747)</u>
	<u>\$ 602,764</u>	<u>\$ 671,541</u>

The aggregate amount of future principal payments on partnership debt at December 31, 2006 are as follows:

Year Ending December 31,	
2007	\$318,777
2008	70,869
2009	73,025
2010	75,246
2011	77,534
2012 and thereafter	<u>306,090</u>
Total	<u>\$921,541</u>

**NOTE 4. RELATED PARTY TRANSACTIONS**

The Partnership receives property management services (for a management fee determined at 7% of rental income) from a related entity. The Partnership paid \$1,200 during 2006 and 2005 to an entity controlled by one of the partners for extraordinary general partner services. In addition, as discussed in Note 3, the Partnership is obligated to the partners and various other related parties in the amount of \$178,477 at December 31, 2006 and 2005.

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Lowell Terrace		
Payments on \$1,250,000		
First Mortgage		
NUMBER	DATE PAID	AMOUNT PAID
1	5/17/89	7,829.69
2	6/6/89	7,829.69
3	7/17/89	7,829.69
4	8/10/89	7,829.69
5	9/13/89	7,829.69
6	11/22/89	7,829.69
7	11/22/89	7,829.69
8	12/13/89	7,829.69
9	1/17/90	7,829.69
10	2/15/90	7,829.69
11	3/15/89	7,829.69
12	4/18/90	7,829.69
13	5/14/90	7,829.69
14	6/14/90	7,829.69
15	7/17/90	7,829.69
16	8/20/90	7,829.69
17	9/12/90	7,829.69
18	10/26/90	7,829.69
19	11/19/90	7,829.69
20	12/24/90	7,829.69
21	1/15/91	7,829.69
22	2/21/91	7,829.69
23	3/14/91	7,829.69
24	4/15/91	7,829.69
25	5/20/91	7,829.69
26	6/13/91	7,829.69
27	7/30/91	7,829.69
28	8/15/91	7,829.69
29	9/16/91	7,829.69
30	10/21/91	7,829.69
31	11/18/91	7,829.69
32	12/13/91	7,829.69
33	1/15/92	7,829.69
34	2/19/92	7,829.69
35	3/6/92	7,829.69
36	4/16/92	7,829.69
37	5/14/92	7,829.69
38	6/15/92	7,829.69
39	7/31/92	7,829.69
40	8/12/92	7,829.69
41	8/19/92	7,829.69
42	9/22/92	7,829.69
43	10/13/92	7,829.69
44	11/17/92	7,829.69
45	12/11/92	7,829.69
46	1/12/93	7,829.69
47	2/11/93	7,829.69
48	3/11/93	7,829.69
49	4/13/93	7,829.69
50	5/11/93	7,829.69

19

51	6/11/93	7,829.69
52	7/14/93	7,829.69
53	8/9/93	7,829.69
54	9/9/93	7,829.69
55	10/14/93	7,829.69
56	11/19/93	7,829.69
57	12/13/93	7,829.69
58	1/6/94	7,829.69
59	2/16/94	7,829.69
60	3/11/94	7,829.69
61	4/13/94	7,829.69
62	5/25/94	7,829.69
63	6/30/94	7,829.69
64	8/15/94	7,829.69
65	10/14/94	7,829.69
66	10/14/94	7,829.69
67	11/28/94	7,829.69
68	12/29/94	7,829.69
69	1/31/95	7,829.69
70	4/10/95	2,500.00
71	5/9/95	2,500.00
72	6/15/95	2,500.00
73	7/15/95	2,500.00
74	8/15/95	2,500.00
75	9/14/95	2,500.00
76	10/20/95	2,500.00
77	11/20/95	2,500.00
78	12/26/95	2,500.00
79	1/19/96	2,500.00
80	2/20/96	2,500.00
81	3/18/96	2,500.00
82	4/18/96	2,500.00
83	5/13/96	2,500.00
84	6/11/96	2,500.00
85	7/12/96	2,500.00
86	8/15/96	2,500.00
87	9/13/96	2,500.00
88	10/96	2,500.00
89	11/19/96	2,500.00
90	12/10/96	2,500.00
91	1/24/97	2,500.00
92	3/17/97	2,500.00
93	4/15/97	2,500.00
94	5/16/97	2,500.00
95	06/19/97	2,500.00
96	07/21/97	2,500.00
97	8/19/97	2,500.00
98	09/23/97	2,500.00
99	10/16/97	2,500.00
100	11/20/97	2,500.00
101	12/12/97	2,500.00
102	1/26/98	2,500.00
103	2/18/98	2,500.00
104	3/17/98	2,500.00
105	4/16/98	2,500.00
106	5/13/98	2,500.00
107	6/16/98	2,500.00
108	8/7/98	6,885.71

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109	9/3/98	6,885.71
110	copy of check not made	6,885.71
111	11/6/98	6,885.71
112	12/3/98	6,885.71
113	1/5/99	6,885.71
114	2/8/99	6,885.71
115	3/8/99	6,885.71
116	4/08/99	6,885.71
117	5/17/99	6,885.71
118	6/30/99	6,885.71
119	7/6/99	6,885.71
120	8/3/99	6,885.71
121	9/2/99	6,885.71
122	10/5/99	6,885.71
123	11/4/99	6,885.71
124	12/2/99	6,885.71
125	1/6/00	6,885.71
126	2/3/0	6,885.71
127	3/1/00	6,885.71
128	4/6/00	6,885.71
129	5/4/00	6,885.71
130	6/1/00	6,885.71
131	7/6/00	6,885.71
132	8/8/00	6,885.71
133	9/7/00	6,885.71
134	10/5/00	6,885.71
135	10/2/00	6,885.71
136	12/5/00	6,885.71
137	01/05/01	6,885.71
138	02/07/01	6,885.71
139	03/12/01	6,885.71
140	4/6/01	6,885.71
141	05/07/01	6,885.71
142	06/06/01	6,885.71
143	07/10/01	6,885.71
144	08/02/01	6,885.71
145	09/06/01	6,885.71
146	10/04/01	6,885.71
147	11/02/01	6,885.71
148	12/6/01	6,885.71
149	1/3/02	6,885.71
150	2/7/02	6,885.71
151	3/14/02	6,885.71
152	4/4/02	6,885.71
153	5/9/02	6,885.71
154	6/6/02	6,885.71
155	07/02/02	6,885.71
156	08/02/02	6,885.71
157	9/5/02	6,885.71
158	10/03/02	6,885.71
159	11/4/02	6,885.71
160	12/05/02	6,885.71
161	01/02/03	6,885.71
162	02/06/03	6,885.71
163	3/6/03	6,885.71
164	4/10/03	6,885.71
165	5/8/03	6,885.71
166	6/5/03	6,885.71

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167	7/3/03	6,885.71
168	08/07/03	6,885.71
169	9/7/03	6,885.71
170	10/02/03	6,885.71
171	11/07/03	6,885.71
172	12/5/03	6,885.71
173	01/08/04	6,885.71
174	2/5/04	6,885.71
175	3/4/04	6,885.71
176	4/1/04	6,885.71
177	5/6/04	6,885.71
178	6/3/04	6,885.71
179	7/9/04	6,885.71
180	8/5/04	6,885.71
181	9/2/04	6,885.71
182	10/7/04	6,885.71
183	11/4/04	6,885.71
184	12/2/04	6,885.71
185	1/6/05	6,885.71
186	2/3/05	6,885.71
187	03/05/05	6,885.71
188	4/7/05	6,885.71
189	5/5/05	6,885.71
190	6/2/05	6,885.71
191	7/7/05	6,885.71
192	8/4/05	6,885.71
193	9/1/05	6,885.71
194	10/6/05	6,885.71
195	11/4/05	6,885.71
196	12/2/05	6,885.71
197	1/6/06	6,885.71
198	2/2/06	6,885.71
199	3/3/06	6,885.71
200	4/6/06	6,885.71
201	5/4/06	6,885.71
202	6/1/06	6,885.71
203	7/7/06	6,885.71
204	8/4/06	6,885.71
205	9/7/06	6,885.71
206	10/5/06	6,885.71
207	11/1/06	6,885.71
208	12/8/06	6,885.71
209	1/2/07	6,885.71
210	2/1/07	6,885.71
211	3/9/07	6,885.71
212	4/5/07	6,885.71
Total		\$1,351,362.45
Total Interest		\$571,730.05
Total Principal		\$779,632.40
Total Paid		\$1,351,362.45

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Lowell Terrace

Interest Payments on \$250,000 Second Mortgage

Fiscal Year	Amount
2007	0
2006	12,000
2005	30,000
2004	25,000
2003	90,000
2001	35,293
Total Received	\$192,293

Wes  
5/30/07

<b>CDBG PROGRAM INCOME</b>			Principal Amount	\$	997,087.76
<b>LOWELL TERRACE</b>			Years to Maturity		15
			# of Payments		180
			Interest Rate		3.00%
			Pmts per year		12
			Year of Loan		
			Payment		\$6,885.71
<b>#</b>	<b>Date</b>	<b>Payment</b>	<b>Interest</b>	<b>Principal</b>	<b>Balance</b>
					\$ 997,087.76
1	Aug-98	\$6,885.71	\$ 2,492.72	\$ 4,392.99	\$ 992,694.77
2	Sep-98	\$6,885.71	\$ 2,481.74	\$ 4,403.97	\$ 988,290.81
3	Oct-98	\$6,885.71	\$ 2,470.73	\$ 4,414.98	\$ 983,875.83
4	Nov-98	\$6,885.71	\$ 2,459.69	\$ 4,426.02	\$ 979,449.81
5	Dec-98	\$6,885.71	\$ 2,448.62	\$ 4,437.08	\$ 975,012.73
6	Jan-99	\$6,885.71	\$ 2,437.53	\$ 4,448.17	\$ 970,564.56
7	Feb-99	\$6,885.71	\$ 2,426.41	\$ 4,459.29	\$ 966,105.27
8	Mar-99	\$6,885.71	\$ 2,415.26	\$ 4,470.44	\$ 961,634.82
9	Apr-99	\$6,885.71	\$ 2,404.09	\$ 4,481.62	\$ 957,153.21
10	May-99	\$6,885.71	\$ 2,392.88	\$ 4,492.82	\$ 952,660.38
11	Jun-99	\$6,885.71	\$ 2,381.65	\$ 4,504.05	\$ 948,156.33
12	Jul-99	\$6,885.71	\$ 2,370.39	\$ 4,515.31	\$ 943,641.02
13	Aug-99	\$6,885.71	\$ 2,359.10	\$ 4,526.60	\$ 939,114.41
14	Sep-99	\$6,885.71	\$ 2,347.79	\$ 4,537.92	\$ 934,576.49
15	Oct-99	\$6,885.71	\$ 2,336.44	\$ 4,549.26	\$ 930,027.23
16	Nov-99	\$6,885.71	\$ 2,325.07	\$ 4,560.64	\$ 925,466.59
17	Dec-99	\$6,885.71	\$ 2,313.67	\$ 4,572.04	\$ 920,894.55
18	Jan-00	\$6,885.71	\$ 2,302.24	\$ 4,583.47	\$ 916,311.09
19	Feb-00	\$6,885.71	\$ 2,290.78	\$ 4,594.93	\$ 911,716.16
20	Mar-00	\$6,885.71	\$ 2,279.29	\$ 4,606.41	\$ 907,109.74
21	Apr-00	\$6,885.71	\$ 2,267.77	\$ 4,617.93	\$ 902,491.81
22	May-00	\$6,885.71	\$ 2,256.23	\$ 4,629.48	\$ 897,862.34
23	Jun-00	\$6,885.71	\$ 2,244.66	\$ 4,641.05	\$ 893,221.29
24	Jul-00	\$6,885.71	\$ 2,233.05	\$ 4,652.65	\$ 888,568.64
25	Aug-00	\$6,885.71	\$ 2,221.42	\$ 4,664.28	\$ 883,904.35
26	Sep-00	\$6,885.71	\$ 2,209.76	\$ 4,675.94	\$ 879,228.41
27	Oct-00	\$6,885.71	\$ 2,198.07	\$ 4,687.63	\$ 874,540.78
28	Nov-00	\$6,885.71	\$ 2,186.35	\$ 4,699.35	\$ 869,841.42
29	Dec-00	\$6,885.71	\$ 2,174.60	\$ 4,711.10	\$ 865,130.32
30	Jan-01	\$6,885.71	\$ 2,162.83	\$ 4,722.88	\$ 860,407.44
31	Feb-01	\$6,885.71	\$ 2,151.02	\$ 4,734.69	\$ 855,672.76
32	Mar-01	\$6,885.71	\$ 2,139.18	\$ 4,746.52	\$ 850,926.23
33	Apr-01	\$6,885.71	\$ 2,127.32	\$ 4,758.39	\$ 846,167.84
34	May-01	\$6,885.71	\$ 2,115.42	\$ 4,770.29	\$ 841,397.56
35	Jun-01	\$6,885.71	\$ 2,103.49	\$ 4,782.21	\$ 836,615.35
36	Jul-01	\$6,885.71	\$ 2,091.54	\$ 4,794.17	\$ 831,821.18
37	Aug-01	\$6,885.71	\$ 2,079.55	\$ 4,806.15	\$ 827,015.03
38	Sep-01	\$6,885.71	\$ 2,067.54	\$ 4,818.17	\$ 822,196.86
39	Oct-01	\$6,885.71	\$ 2,055.49	\$ 4,830.21	\$ 817,366.65
40	Nov-01	\$6,885.71	\$ 2,043.42	\$ 4,842.29	\$ 812,524.36
41	Dec-01	\$6,885.71	\$ 2,031.31	\$ 4,854.39	\$ 807,669.97
42	Jan-02	\$6,885.71	\$ 2,019.17	\$ 4,866.53	\$ 802,803.44
43	Feb-02	\$6,885.71	\$ 2,007.01	\$ 4,878.70	\$ 797,924.74
44	Mar-02	\$6,885.71	\$ 1,994.81	\$ 4,890.89	\$ 793,033.85

<b>CDBG PROGRAM INCOME</b>			Principal Amount	\$	997,087.76
<b>LOWELL TERRACE</b>			Years to Maturity		15
			# of Payments		180
			Interest Rate		3.00%
			Pmts per year		12
			Year of Loan		
			Payment		\$6,885.71
<b>#</b>	<b>Date</b>	<b>Payment</b>	<b>Interest</b>	<b>Principal</b>	<b>Balance</b>
45	Apr-02	\$6,885.71	\$ 1,982.58	\$ 4,903.12	\$ 788,130.73
46	May-02	\$6,885.71	\$ 1,970.33	\$ 4,915.38	\$ 783,215.35
47	Jun-02	\$6,885.71	\$ 1,958.04	\$ 4,927.67	\$ 778,287.68
48	Jul-02	\$6,885.71	\$ 1,945.72	\$ 4,939.99	\$ 773,347.69
49	Aug-02	\$6,885.71	\$ 1,933.37	\$ 4,952.34	\$ 768,395.36
50	Sep-02	\$6,885.71	\$ 1,920.99	\$ 4,964.72	\$ 763,430.64
51	Oct-02	\$6,885.71	\$ 1,908.58	\$ 4,977.13	\$ 758,453.51
52	Nov-02	\$6,885.71	\$ 1,896.13	\$ 4,989.57	\$ 753,463.94
53	Dec-02	\$6,885.71	\$ 1,883.66	\$ 5,002.05	\$ 748,461.90
54	Jan-03	\$6,885.71	\$ 1,871.15	\$ 5,014.55	\$ 743,447.35
55	Feb-03	\$6,885.71	\$ 1,858.62	\$ 5,027.09	\$ 738,420.26
56	Mar-03	\$6,885.71	\$ 1,846.05	\$ 5,039.65	\$ 733,380.61
57	Apr-03	\$6,885.71	\$ 1,833.45	\$ 5,052.25	\$ 728,328.35
58	May-03	\$6,885.71	\$ 1,820.82	\$ 5,064.88	\$ 723,263.47
59	Jun-03	\$6,885.71	\$ 1,808.16	\$ 5,077.55	\$ 718,185.92
60	Jul-03	\$6,885.71	\$ 1,795.46	\$ 5,090.24	\$ 713,095.68
61	Aug-03	\$6,885.71	\$ 1,782.74	\$ 5,102.97	\$ 707,992.72
62	Sep-03	\$6,885.71	\$ 1,769.98	\$ 5,115.72	\$ 702,876.99
63	Oct-03	\$6,885.71	\$ 1,757.19	\$ 5,128.51	\$ 697,748.48
64	Nov-03	\$6,885.71	\$ 1,744.37	\$ 5,141.33	\$ 692,607.15
65	Dec-03	\$6,885.71	\$ 1,731.52	\$ 5,154.19	\$ 687,452.96
66	Jan-04	\$6,885.71	\$ 1,718.63	\$ 5,167.07	\$ 682,285.89
67	Feb-04	\$6,885.71	\$ 1,705.71	\$ 5,179.99	\$ 677,105.90
68	Mar-04	\$6,885.71	\$ 1,692.76	\$ 5,192.94	\$ 671,912.96
69	Apr-04	\$6,885.71	\$ 1,679.78	\$ 5,205.92	\$ 666,707.03
70	May-04	\$6,885.71	\$ 1,666.77	\$ 5,218.94	\$ 661,488.10
71	Jun-04	\$6,885.71	\$ 1,653.72	\$ 5,231.98	\$ 656,256.11
72	Jul-04	\$6,885.71	\$ 1,640.64	\$ 5,245.06	\$ 651,011.05
73	Aug-04	\$6,885.71	\$ 1,627.53	\$ 5,258.18	\$ 645,752.87
74	Sep-04	\$6,885.71	\$ 1,614.38	\$ 5,271.32	\$ 640,481.55
75	Oct-04	\$6,885.71	\$ 1,601.20	\$ 5,284.50	\$ 635,197.05
76	Nov-04	\$6,885.71	\$ 1,587.99	\$ 5,297.71	\$ 629,899.33
77	Dec-04	\$6,885.71	\$ 1,574.75	\$ 5,310.96	\$ 624,588.38
78	Jan-05	\$6,885.71	\$ 1,561.47	\$ 5,324.23	\$ 619,264.14
79	Feb-05	\$6,885.71	\$ 1,548.16	\$ 5,337.54	\$ 613,926.60
80	Mar-05	\$6,885.71	\$ 1,534.82	\$ 5,350.89	\$ 608,575.71
81	Apr-05	\$6,885.71	\$ 1,521.44	\$ 5,364.27	\$ 603,211.44
82	May-05	\$6,885.71	\$ 1,508.03	\$ 5,377.68	\$ 597,833.77
83	Jun-05	\$6,885.71	\$ 1,494.58	\$ 5,391.12	\$ 592,442.65
84	Jul-05	\$6,885.71	\$ 1,481.11	\$ 5,404.60	\$ 587,038.05
85	Aug-05	\$6,885.71	\$ 1,467.60	\$ 5,418.11	\$ 581,619.94
86	Sep-05	\$6,885.71	\$ 1,454.05	\$ 5,431.66	\$ 576,188.28
87	Oct-05	\$6,885.71	\$ 1,440.47	\$ 5,445.23	\$ 570,743.05
88	Nov-05	\$6,885.71	\$ 1,426.86	\$ 5,458.85	\$ 565,284.20
89	Dec-05	\$6,885.71	\$ 1,413.21	\$ 5,472.49	\$ 559,811.71

<b>CDBG PROGRAM INCOME</b>				Principal Amount	\$ 997,087.76
<b>LOWELL TERRACE</b>				Years to Maturity	15
				# of Payments	180
				Interest Rate	3.00%
				Pmts per year	12
				Year of Loan	
				Payment	\$6,885.71
<b>#</b>	<b>Date</b>	<b>Payment</b>	<b>Interest</b>	<b>Principal</b>	<b>Balance</b>
90	Jan-06	\$6,885.71	\$ 1,399.53	\$ 5,486.18	\$ 554,325.53
91	Feb-06	\$6,885.71	\$ 1,385.81	\$ 5,499.89	\$ 548,825.64
92	Mar-06	\$6,885.71	\$ 1,372.06	\$ 5,513.64	\$ 543,312.00
93	Apr-06	\$6,885.71	\$ 1,358.28	\$ 5,527.43	\$ 537,784.57
94	May-06	\$6,885.71	\$ 1,344.46	\$ 5,541.24	\$ 532,243.33
95	Jun-06	\$6,885.71	\$ 1,330.61	\$ 5,555.10	\$ 526,688.23
96	Jul-06	\$6,885.71	\$ 1,316.72	\$ 5,568.98	\$ 521,119.25
97	Aug-06	\$6,885.71	\$ 1,302.80	\$ 5,582.91	\$ 515,536.34
98	Sep-06	\$6,885.71	\$ 1,288.84	\$ 5,596.86	\$ 509,939.48
99	Oct-06	\$6,885.71	\$ 1,274.85	\$ 5,610.86	\$ 504,328.62
100	Nov-06	\$6,885.71	\$ 1,260.82	\$ 5,624.88	\$ 498,703.74
101	Dec-06	\$6,885.71	\$ 1,246.76	\$ 5,638.95	\$ 493,064.79
102	Jan-07	\$6,885.71	\$ 1,232.66	\$ 5,653.04	\$ 487,411.75
103	Feb-07	\$6,885.71	\$ 1,218.53	\$ 5,667.18	\$ 481,744.57
104	Mar-07	\$6,885.71	\$ 1,204.36	\$ 5,681.34	\$ 476,063.23
105	Apr-07	\$6,885.71	\$ 1,190.16	\$ 5,695.55	\$ 470,367.68
106	May-07	\$6,885.71	\$ 1,175.92	\$ 5,709.79	\$ 464,657.90
107	Jun-07	\$6,885.71	\$ 1,161.64	\$ 5,724.06	\$ 458,933.84
108	Jul-07	\$6,885.71	\$ 1,147.33	\$ 5,738.37	\$ 453,195.47
109	Aug-07	\$6,885.71	\$ 1,132.99	\$ 5,752.72	\$ 447,442.75
110	Sep-07	\$6,885.71	\$ 1,118.61	\$ 5,767.10	\$ 441,675.65
111	Oct-07	\$6,885.71	\$ 1,104.19	\$ 5,781.52	\$ 435,894.14
112	Nov-07	\$6,885.71	\$ 1,089.74	\$ 5,795.97	\$ 430,098.17
113	Dec-07	\$6,885.71	\$ 1,075.25	\$ 5,810.46	\$ 424,287.71
114	Jan-08	\$6,885.71	\$ 1,060.72	\$ 5,824.99	\$ 418,462.72
115	Feb-08	\$6,885.71	\$ 1,046.16	\$ 5,839.55	\$ 412,623.17
116	Mar-08	\$6,885.71	\$ 1,031.56	\$ 5,854.15	\$ 406,769.03
117	Apr-08	\$6,885.71	\$ 1,016.92	\$ 5,868.78	\$ 400,900.24
118	May-08	\$6,885.71	\$ 1,002.25	\$ 5,883.45	\$ 395,016.79
119	Jun-08	\$6,885.71	\$ 987.54	\$ 5,898.16	\$ 389,118.63
120	Jul-08	\$6,885.71	\$ 972.80	\$ 5,912.91	\$ 383,205.72
121	Aug-08	\$6,885.71	\$ 958.01	\$ 5,927.69	\$ 377,278.03
122	Sep-08	\$6,885.71	\$ 943.20	\$ 5,942.51	\$ 371,335.52
123	Oct-08	\$6,885.71	\$ 928.34	\$ 5,957.37	\$ 365,378.15
124	Nov-08	\$6,885.71	\$ 913.45	\$ 5,972.26	\$ 359,405.89
125	Dec-08	\$6,885.71	\$ 898.51	\$ 5,987.19	\$ 353,418.70
126	Jan-09	\$6,885.71	\$ 883.55	\$ 6,002.16	\$ 347,416.54
127	Feb-09	\$6,885.71	\$ 868.54	\$ 6,017.16	\$ 341,399.38
128	Mar-09	\$6,885.71	\$ 853.50	\$ 6,032.21	\$ 335,367.17
129	Apr-09	\$6,885.71	\$ 838.42	\$ 6,047.29	\$ 329,319.89
130	May-09	\$6,885.71	\$ 823.30	\$ 6,062.41	\$ 323,257.48
131	Jun-09	\$6,885.71	\$ 808.14	\$ 6,077.56	\$ 317,179.92
132	Jul-09	\$6,885.71	\$ 792.95	\$ 6,092.76	\$ 311,087.16
133	Aug-09	\$6,885.71	\$ 777.72	\$ 6,107.99	\$ 304,979.18
134	Sep-09	\$6,885.71	\$ 762.45	\$ 6,123.26	\$ 298,855.92

<b>CDBG PROGRAM INCOME</b>			Principal Amount	\$	997,087.76
<b>LOWELL TERRACE</b>			Years to Maturity		15
			# of Payments		180
			Interest Rate		3.00%
			Pmts per year		12
			Year of Loan		
			Payment		\$6,885.71
<b>#</b>	<b>Date</b>	<b>Payment</b>	<b>Interest</b>	<b>Principal</b>	<b>Balance</b>
135	Oct-09	\$6,885.71	\$ 747.14	\$ 6,138.57	\$ 292,717.35
136	Nov-09	\$6,885.71	\$ 731.79	\$ 6,153.91	\$ 286,563.44
137	Dec-09	\$6,885.71	\$ 716.41	\$ 6,169.30	\$ 280,394.15
138	Jan-10	\$6,885.71	\$ 700.99	\$ 6,184.72	\$ 274,209.43
139	Feb-10	\$6,885.71	\$ 685.52	\$ 6,200.18	\$ 268,009.25
140	Mar-10	\$6,885.71	\$ 670.02	\$ 6,215.68	\$ 261,793.56
141	Apr-10	\$6,885.71	\$ 654.48	\$ 6,231.22	\$ 255,562.34
142	May-10	\$6,885.71	\$ 638.91	\$ 6,246.80	\$ 249,315.54
143	Jun-10	\$6,885.71	\$ 623.29	\$ 6,262.42	\$ 243,053.13
144	Jul-10	\$6,885.71	\$ 607.63	\$ 6,278.07	\$ 236,775.05
145	Aug-10	\$6,885.71	\$ 591.94	\$ 6,293.77	\$ 230,481.29
146	Sep-10	\$6,885.71	\$ 576.20	\$ 6,309.50	\$ 224,171.79
147	Oct-10	\$6,885.71	\$ 560.43	\$ 6,325.28	\$ 217,846.51
148	Nov-10	\$6,885.71	\$ 544.62	\$ 6,341.09	\$ 211,505.42
149	Dec-10	\$6,885.71	\$ 528.76	\$ 6,356.94	\$ 205,148.48
150	Jan-11	\$6,885.71	\$ 512.87	\$ 6,372.83	\$ 198,775.65
151	Feb-11	\$6,885.71	\$ 496.94	\$ 6,388.77	\$ 192,386.88
152	Mar-11	\$6,885.71	\$ 480.97	\$ 6,404.74	\$ 185,982.14
153	Apr-11	\$6,885.71	\$ 464.96	\$ 6,420.75	\$ 179,561.39
154	May-11	\$6,885.71	\$ 448.90	\$ 6,436.80	\$ 173,124.59
155	Jun-11	\$6,885.71	\$ 432.81	\$ 6,452.89	\$ 166,671.70
156	Jul-11	\$6,885.71	\$ 416.68	\$ 6,469.03	\$ 160,202.67
157	Aug-11	\$6,885.71	\$ 400.51	\$ 6,485.20	\$ 153,717.47
158	Sep-11	\$6,885.71	\$ 384.29	\$ 6,501.41	\$ 147,216.06
159	Oct-11	\$6,885.71	\$ 368.04	\$ 6,517.66	\$ 140,698.40
160	Nov-11	\$6,885.71	\$ 351.75	\$ 6,533.96	\$ 134,164.44
161	Dec-11	\$6,885.71	\$ 335.41	\$ 6,550.29	\$ 127,614.14
162	Jan-12	\$6,885.71	\$ 319.04	\$ 6,566.67	\$ 121,047.47
163	Feb-12	\$6,885.71	\$ 302.62	\$ 6,583.09	\$ 114,464.39
164	Mar-12	\$6,885.71	\$ 286.16	\$ 6,599.54	\$ 107,864.84
165	Apr-12	\$6,885.71	\$ 269.66	\$ 6,616.04	\$ 101,248.80
166	May-12	\$6,885.71	\$ 253.12	\$ 6,632.58	\$ 94,616.22
167	Jun-12	\$6,885.71	\$ 236.54	\$ 6,649.16	\$ 87,967.05
168	Jul-12	\$6,885.71	\$ 219.92	\$ 6,665.79	\$ 81,301.27
169	Aug-12	\$6,885.71	\$ 203.25	\$ 6,682.45	\$ 74,618.82
170	Sep-12	\$6,885.71	\$ 186.55	\$ 6,699.16	\$ 67,919.66
171	Oct-12	\$6,885.71	\$ 169.80	\$ 6,715.91	\$ 61,203.75
172	Nov-12	\$6,885.71	\$ 153.01	\$ 6,732.70	\$ 54,471.06
173	Dec-12	\$6,885.71	\$ 136.18	\$ 6,749.53	\$ 47,721.53
174	Jan-13	\$6,885.71	\$ 119.30	\$ 6,766.40	\$ 40,955.13
175	Feb-13	\$6,885.71	\$ 102.39	\$ 6,783.32	\$ 34,171.81
176	Mar-13	\$6,885.71	\$ 85.43	\$ 6,800.28	\$ 27,371.53
177	Apr-13	\$6,885.71	\$ 68.43	\$ 6,817.28	\$ 20,554.26
178	May-13	\$6,885.71	\$ 51.39	\$ 6,834.32	\$ 13,719.94
179	Jun-13	\$6,885.71	\$ 34.30	\$ 6,851.41	\$ 6,868.53

<b>CDBG PROGRAM INCOME</b>			Principal Amount	\$	997,087.76
<b>LOWELL TERRACE</b>			Years to Maturity		15
			# of Payments		180
			Interest Rate		3.00%
			Pmts per year		12
			Year of Loan		
			Payment		\$6,885.71
<b>#</b>	<b>Date</b>	<b>Payment</b>	<b>Interest</b>	<b>Principal</b>	<b>Balance</b>
180	Jul-13	\$6,885.71	\$ 17.17	\$ 6,868.53	\$ (0.00)
	Total	\$ 1,239,426.90	\$ 242,339.14	\$ 997,087.76	

Lowell Terrace

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# Memo

**To:** Kevin Clougherty, Tom Clark, Bob McKenzie, Jay Taylor  
**From:** Randy M. Sherman  
**Date:** September 18, 2001  
**Re:** Lowell Terrace

---

At our meeting of September 6, 2001, I was requested to put together a proposal for consideration relative to the Lowell Terrace project. In this regard, I present the following background, comments and recommendations.

## Background

- In 1984 the City, through the MHRA, made a loan totaling \$1,500,000 to Lowell Terrace Associates, a New Hampshire General Partnership, for the purposes of rehabilitating a fire damaged building at the northwest corner of Chestnut and Lowell Streets. The loan was comprised of two components: a \$1,250,000 low interest portion resembling a note and a \$250,000 portion resembling a limited-term equity contribution.
- The \$1,250,000 portion was to be amortized at an annual interest rate equal to three (3%) percent over a twenty year period following the completion of the construction. The first three years were interest only, followed by 17 years of monthly payments of \$7,826.69. The promissory note required interest payments to begin no later than June 30, 1985, monthly payments of \$7,826.69 to begin no later than June 30, 1988.
- The \$250,000 portion is to be repaid as a balloon payment 20 years following the completed construction. The payment is to equal one-half of the then current market value. The City was also to receive, for 20 years following construction, as proxy for interest on the \$250,000 portion, an annual payment equal to one-half of the net cash flow from the project.
- A project overrun of approximately \$120,000 was funded by Amoskeag Bank with collateral provided by Carolyn Morgan.
- In September 1988, two dates in the promissory note were amended. The payment dates relative to the payments on the \$1,250,000 portion of the note changed from June 30, 1985 to May 1, 1986 and from June 30, 1988 to May 1, 1989. As part of the same agreement, the parties agreed to establish April 1, 1986 as the date on which construction was completed and the City waived all late charges resulting from construction delays.
- Through December 1993, the City had received scheduled payments leaving the principal balance due on the \$1,250,000 portion at \$967,582. The project, however, was delinquent on property taxes. At this time, the parties amended the promissory note to allow the partnership fifteen months to get the property taxes current. A new amortization schedule was agreed upon allowing final payment to be July 2007. The agreement extended the term fifteen months. Payments were to resume on May 1, 1995.

- In February 1995, the City was informed that the property taxes were current. A proposal was put forward further delaying principal payments an additional 21 months, establishing a process to fund a capital reserve account and setting a payment priority upon fully funding the reserve. During the delayed payment period, monthly interest payments of \$2,500 were due to the City.
- On July 5, 1995, the BMA approved the following changes to the promissory note:
  1. The project property taxes shall remain current.
  2. The project shall pay interest payments of \$2,500 until principal payments resume.
  3. A capital reserve account shall be established with both the City and the owners.
  4. The reserve shall be funded with cash flow in excess of \$5,000 accumulated on a quarterly basis.
  5. When the capital reserve reached \$60,000 or no later than December 31, 1996, principal payments shall resume and any unpaid interest would be added to the principal.
  6. Payments on another note (Carolyn C. Morgan) shall not be made until the reserve is fully funded and the principal payments to the City have resumed.
  7. Any operating surpluses thereafter shall be applied to the principal in order to accelerate payoff of the City loan.
- It is unclear if item #7 conflicts with, or supercedes, the provision for the City to receive one-half of the project cash flow, as a proxy for interest on the \$250,000.
- Monthly payments of principal and interest did not resume on January 1, 1997. The project continued to remit interest only payments, without the consent of the City, until July 1, 1998. At that time, the principal balance was recalculated to be \$997, 088. The payments were set at \$6,885.71 and the amortization schedule was unilaterally extended to July 2013.
- In 1999, the partnership attempted to work a pay-off arrangement with the City. The City calculated the pay-off would be approximately \$1,100,000.
- In 2001, the partnership has made a new proposal relative to the amounts owed the City. The partnership is proposing to continue making monthly payments of \$6,885.71 on the \$1,250,000 loan and begin making monthly payments of \$2,684.70 in November 2001 to amortize the \$250,000 loan. Both loans would be fully paid in the summer of 2013.
- The partnership has further suggested that if the City insists on one-half of the market value, the outstanding loans should be deducted from the amount owed.
- The partnership is current on both taxes and monthly payments on the \$1,250,000 loan.
- The partnership paid cashflow of \$35,293 to the City in July 2001. This amount was intended to cover FY96 through FY2000.
- The partnership has not used operating surpluses to reduce the outstanding principal.
- No payments to Carolyn Morgan have been made since 1994. The note has a current balance of \$21,275.



- Using the revaluation as a proxy for market value, the current value is \$1,359,000.

#### Financial Statements

- The City has received copies of financial statements for the years 1996-2000.
- The statements are compilations only and presented on a tax basis.
- The statements indicate that on December 31, 1996, the capital reserve was funded at \$59,113. At December 31, 2000, the capital reserve had grown to \$260,556.
- The statements indicated that on December 31, 1995, the partnership had \$75,233 in cash of which \$9,573 represented security deposits. The December 31, 2000 balance was \$339,060 of which \$17,705 represented security deposits.
- At December 31, 2000, the partner's accumulated deficit is \$886,845.
- At December 31, 2000, accumulated depreciation equals \$1,727,996 or 95% of property book value.

#### Tax issues

- At the September 7, 2001 meeting, Peter Morgan stated that now that the project is turning a profit, the partners are making tax payments although they are not making any withdrawals from the partnership.
- The financial statements are reflective of the tax status of the partners. The accumulated deficit has been taken as a tax loss. At even a 30% tax bracket, the partners have received tax savings of roughly \$266,000. Most of this is related to the depreciation on the assets that were paid for from the City's loan.

#### Recommendation

- The partnership should remit one-half of the December 31, 2000 cash balance, net of security deposits and \$60,000 for a capital reserve fund, to the City representing past due interest on the \$250,000 portion of the loan. This payment would be \$130,677.
- Alternatively, this cash could be used to reduce principal based on the 1995 amendment.
- In the short term, the partnership should maintain the capital reserve at a \$60,000 limit. An independent analysis should be conducted to determine the proper amount going forward.
- One-half of the 2001 cash flow and all subsequent cash flows, net security deposits and deposits or withdrawals to the capital reserve fund, should be remitted to the City.
- The partnership does not have adequate cash to meet the buy-out requirement. The City should allow the partnership the option of amortizing one-half of the market value. The amortization may be over an extended period at a market rate of interest. The partners have recommended twelve years at 7.5%. The partnership may not have sufficient cash flow to meet this type of payment (approximately \$7,250 / month based on current value). A longer term with a lower rate most likely would be required

- If the partners wish to escalate the buy-out, the City should allow the partners the option. This would allow the partnership to reduce the interest paid from one-half cash flow to a more predictable amount based on the market value of the property, the interest rate and the amortization period. This also would allow the partnership to lock-in the buildings value and avoid future escalation.
- The buy-out amount should not be adjusted for the outstanding debt. The partners extended the term unilaterally. It is clear that the debt was to be fully paid at the time of the buy-out and, therefore, the outstanding balance should not be considered.
- The Carolyn Morgan note remains subordinate to the City obligations.

## To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Bills on Second Reading respectfully recommends, after due and careful consideration, that Ordinance:

“Amending the Zoning Ordinance of the City of Manchester by extending the B-2 (General Business) zoning district to include property currently zoned IND (Industrial) located on the south side of Gold Street east of the former Lawrence Branch of the B&M Railroad and including the following three lots Tax Map 875-14, 875-15, 875-16.

ought to pass.

*(Aldermen Duval, Lopez, Garrity, and Pinard recorded in favor; Alderman Gatsas opposed)*

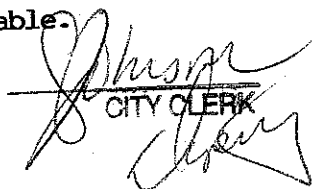
IN BOARD OF MAYOR & ALDERMEN

DATE: September 5, 2006

ON MOTION OF ALD. Garrity

SECONDED BY ALD. Smith

VOTED TO table.

  
CITY CLERK

Respectfully submitted,



Clerk of Committee

# City of Manchester New Hampshire

*In the year Two Thousand and Six*

## AN ORDINANCE

"Amending the Zoning Ordinance of the City of Manchester by extending the B-2 (General Business) zoning district to include property currently zoned IND (Industrial) located on the south side of Gold Street east of the former Lawrence Branch of the B&M Railroad and including the following three lots Tax Map 875-14, 875-15, and 875-16."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

SECTION 1. "Amending the Zoning Ordinance of the City of Manchester by extending the B-2 (General Business) zoning district to include property currently zoned IND (General Industrial/Industrial Park) located on Gold Street including Tax Map 875, Lots 14, 15, and 16, and being more particularly bounded and described as follows:

Beginning at a point on the centerline of the intersection of Gold Street and John E. Devine Drive extended, said point being on the zone boundary line of the B-2 (General Business) zone district and the IND (General Industrial/Industrial Park) zone district, prior to this amendment;

Thence, easterly along the centerline of Gold Street, also being the zone boundary line between the B-2 (General Business) zone district and the IND (General Industrial/Industrial Park) zone district, prior to this amendment, approximately 965 ft. to a point;

Thence, southerly along the zone boundary line of the B-2 (General Business) zone district and the IND (General Industrial/Industrial Park) zone district, prior to this amendment, a distance of approximately 570 ft. to a point;

Thence, southwesterly along the zone boundary line of the B-2 (General Business) zone district and the IND (General Industrial/Industrial Park) zone district, prior to this amendment, a distance of approximately 1,075 ft. to a point;

Thence, northwesterly generally along the centerline of the former Lawrence Branch of the Boston and Maine Railroad, a distance of approximately 1,090 ft. to a point, said point being the zone boundary line of the R-1B (Residential One-Family) zone district and the IND (General Industrial/Industrial Park) zone district, prior to this amendment;

Thence, easterly along the centerline of Gold Street, also being the new zone boundary line between the B-2 (General Business) zone district and the IND (General Industrial/Industrial Park) zone district, after this amendment, a distance of approximately 515 ft. to a point, said point also being the point of beginning.

Said description to include TM 875, Lot 14, Lot 15, and Lot 16 consisting of approximately 19.43 acres of private land, to be rezoned from IND (General Industrial/Industrial Park) to B-2 (General Business) zone district, after this amendment.

SECTION II. Resolve this ordinance shall take effect upon passage.

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DEVINE  
MILLIMET

ATTORNEYS AT LAW

*By Hand Delivery*

SUSAN V. DUPREY  
603.695.8505  
SDUPREY@DEVINEMILLIMET.COM

June 19, 2006

Office of the City Clerk  
One City Hall  
Manchester, NH 03101-2097

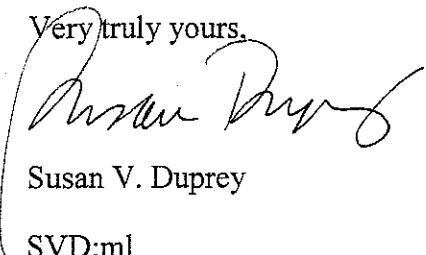
*RE: GFI Gold Street, LLC - Petition for Rezoning*

Dear Sir or Madam:

Enclosed please find a Petition for rezoning parcels Map 875, Lot 15 and Map 875, Lot 16. Also enclosed is our check in the amount \$300.00. Our office represents GFI, which requests this rezoning.

Please feel free to contact me should you have any questions regarding this matter or if additional information is required. Thank you.

Very truly yours,

  
Susan V. Duprey

SVD:ml

Enclosures

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July 11, 2006.  
In Board of Mayor and Aldermen.

On motion of Alderman Garrity, duly seconded by Alderman Forest, it was voted to refer the petition for rezoning to a Public Hearing on Monday, August 7, 2006 at 6 PM in the Aldermanic Chambers of City Hall and further to authorize execution of agreements enclosed subject to the review and approval of the City Solicitor.

  
City Clerk

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**STATE OF NEW HAMPSHIRE  
CITY OF MANCHESTER**

**GFI GOLD STREET, LLC**

**PETITION FOR REZONING**

NOW COMES the Petitioner, GFI Gold Street, LLC, by and through its attorneys, Devine, Millimet & Branch, Professional Association, and petitions the Board of Mayor and Aldermen of the City of Manchester, in accordance with Article 16 of the City of Manchester Zoning Ordinance, to change the zone of and amend the Zoning Map regarding 2 parcels of land, one of which is located at 725 Gold Street and the other of which is near Gold Street, County of Hillsborough, City of Manchester and identified as Map 875 Lot 15 and Map 875 Lot 16 in the tax records for the City of Manchester. In support thereof, Petitioner states as follows:

1. GFI Gold Street, LLC is the owner of record of that parcel of land located at 725 Street and identified as Map 875 Lot 15 in the tax records of the City of Manchester (Property 1). Property 1 is approximately 15.178 acres in size and was formerly the site of Associated Grocers which has since relocated. Property 1 is currently zoned Industrial.

2. Ashkars Children's Limited Liability Company and John N. Ashkars own a parcel near Gold Street which has no building situate on it and abuts Property 1 which land is identified as Map 875 Lot 16 in the tax records of the City of Manchester ("Property 2"). Property 2 is approximately 36,864 square feet in size and is also zoned Industrial. Property 2 is subject to a purchase agreement in favor of GFI Gold Street, LLC.

3. The Petitioner, GFI Gold Street, LLC, for itself as owner of Property 1 and as agent for the owners of Property 2, seeks to change the zoning classification of Property 1 and Property 2 from Industrial to B-2 in order to locate a retailer on Property 1 and Property 2.

4. A copy of the tax map showing Property 1 and Property 2 as situated in the Industrial Zone and the zoning designations for the surrounding properties is attached is Exhibit A.

5. It is believed that the change of zone will have little impact on the surrounding area in that much of the surrounding area was either zoned B-2, has been rezoned from

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Industrial to B-2 or variances have been granted to allow uses permitted in the B-2 zone.

Changing the zone to B-2 will reduce heavy truck traffic in the area as Property 1 is now used as a 24 hour per day trucking terminal. Plans are being prepared to help address and to generally improve conditions on Gold Street.

6. This proposed change will have a substantial positive tax revenue impact for the City of Manchester and will have no effect on the environment as Property 1 is already developed for an industrial use. There will be no impact on municipal services or facilities.

7. The names, addresses, tax map numbers and lot numbers of all abutting property owners and all properties on the opposite side of the street from Property 1 and Property 2 are attached as Exhibit B.

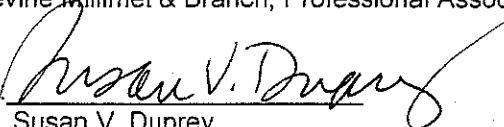
8. A metes and bounds description of Property 1 and Property 2 is attached as Exhibit C.

9. The Petitioner respectfully requests that the Honorable Board of Mayor and Aldermen approve this request to change the zone for Property 1 and Property 2 from Industrial to B-2 and to amend the Zoning Map to reflect this change.

Respectfully submitted,

GFI Gold Street, LLC  
By its Attorneys,  
Devine Millimet & Branch, Professional Association

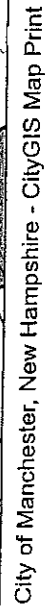
By:

  
Susan V. Duprey  
111 Amherst Street  
Manchester, NH 03101  
(603) 695-8505

Dated: June 19, 2006



The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester, NH (the City). The information is provided "as is" without any warranty, express or implied, of accuracy, completeness, reliability, or suitability for any particular use. The City assumes no liability whatsoever associated with this use or reliance of this information. The official public records from which this information was derived are the City of Manchester Planning, Zoning, and State government agencies and departments, and are available for inspection and copying during normal business hours. By using this map, you agree to these terms and conditions.



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## Exhibit C

### Legal Description for Lot 875-15, located at 725 Gold Street, Manchester:

A certain tract or parcel of land with the buildings thereon, situate in Manchester, Hillsborough County, State of New Hampshire, being Lot 875-15 on Plan #\_\_\_\_\_, entitled "ALTA/ACSM Land Title Survey, 725 Gold Street in Manchester, New Hampshire (Hillsborough County), dated December 22, 2005, prepared by BSC Group, more particularly bounded and described as follows:

Beginning at a point on the northeasterly corner of the Lot on the southerly line of Gold Street; thence

1. South  $9^{\circ} 17' 43''$  East, a distance of 80.15 feet to a concrete bound found; thence
2. South  $09^{\circ} 76' 53''$  East, a distance of 488.15 feet by the westerly side of Lot 875-14; to an iron pipe at the southeasterly corner of the lot; thence
3. South  $64^{\circ} 53' 52''$  West, a distance of 310.73 feet by the northerly line of the Interstate Highway 293 to an iron pipe; thence
4. South  $82^{\circ} 28' 33''$  West, a distance of 517.33 feet by the northerly line of Lot 875-16 to an iron pipe at the southeasterly corner of the premises; thence
5. North  $32^{\circ} 51' 25''$  West, a distance of 21.90 feet to an iron pipe; thence
6. North  $08^{\circ} 01' 16''$  West, a distance of 19.62 feet to an iron pipe; thence
7. North  $32^{\circ} 51' 25''$  West, a distance of 714.62 feet by the easterly side of the rail road tracks to an iron pipe at the northwest corner of the premises on the southerly line of Gold Street; thence
8. North  $80^{\circ} 33' 28''$  East, a distance of 305.63 feet by the southerly line of Gold Street to an iron pipe; thence
9. North  $80^{\circ} 16' 28''$  East, a distance of 586.18 feet by the southerly line of Gold Street to an iron pipe; thence
10. Curving in a southeasterly direction with a radius of 399.80 feet, along the southerly line of Gold Street, a distance of 230.44 feet to the point of beginning.

Containing 15.178 Acres, more or less.

**Legal Description for Lot 875-16, located on Gold Street, Manchester:**

A certain Tract or parcel of land, situated in Manchester, bounded and described as follows:

Beginning at a point on the southwest corner of the premises north of the Interstate Highway 293, thence

1. North  $32^{\circ} 51' 25''$  West along said Manchester-Lawrence Railroad for a distance of 157.68 feet, more or less to an iron post set at land of Associated Grocers; thence
2. South  $82^{\circ} 28'$  East for a distance of 517.33 feet, more or less to the interstate Highway 293; thence
3. South  $64^{\circ} 53' 52''$  West for a distance of 471.90, along said Interstate Highway 293 to the point of beginning.

J:\wdox\docs\clients\16717\76570\M0869436.DOC

RECEIVED  
MANCHESTER CITY CLERK

Ashkar Children's Trust Limited Liability Company  
Mrs. Georgette Ashkar, Managing Member  
8160 East Quincy Avenue  
Cherry Hills Village, CO 80111  
(303) 796-8128

Mr. John Ashkar  
29 Fairmount Drive  
Danbury, CT 06811  
(203) 792-4963  
JUN 20 12:21

June 19, 2006

The Board of Mayor and Aldermen  
of the City of Manchester  
One City Hall  
Manchester, NH 03101-2097

Re: Authorization to Pursue Rezoning

To Whom It May Concern:

We, the undersigned, being the owners of the real property sometimes referred to as Map 875, Lot 16, located near Gold Street in Manchester, New Hampshire, hereby grant our authority to GFI Gold Street, LLC, to take any and all actions required or deemed necessary to re-zone the property from "Industrial" to "B 2".

Thank you for your attention to this matter, and if you have any questions please contact our counsel, Susan Perkins of Perkins Ruschena, LLC, at (303) 779-8100.

Sincerely,

Ashkar Children's Trust Limited Liability  
Company

  
By: Georgette Ashkar, Managing Member

  
By: John Ashkar

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Robert S. MacKenzie, AICP  
Director

# CITY OF MANCHESTER

## Planning and Community Development

Planning  
Community Improvement Program  
Growth Management



Staff to:  
Planning Board  
Heritage Commission  
Millyard Design Review Committee

June 28, 2006

Mr. Leo Bernier, City Clerk  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

Re: *Technical Review, Rezoning Petition – Gold Street*

Dear Mr. Bernier:

In accordance with the procedures on rezoning requests, the following information is being provided to your office in consideration of a rezoning request filed by the owner of one property and agent for a second property on Gold Street (including two lots: Lot 875-15 and 875-16). The subject parcels are located on the south side of Gold Street east of the former Lawrence Rail Branch. The first property is 15.2 acres currently containing the Associated Grocers Building and the second is .85 acres in size that is vacant. The subject properties are currently zoned *Industrial (IND)*. The applicant is requesting that the zoning district be changed to General Business (*B-2*).

Presently, while the parcels are adjacent to a B-2 on one side, the rezoning action would create one parcel that would be zoned IND and surrounded by B-2. As this could be considered spot zoning, we would recommend that the parcel at 835 Gold Street (Lot 875-14; 3.42 acres) also be considered by the Board for rezoning from IND to B-2. In the 1993 Master Plan for the City of Manchester, this area was identified as Industrial land use although the plan also recognized that extension of the business zone into areas of industrial zone was likely and that certain precautions should be taken. The key precaution from the Master Plan as it relates to this rezoning request states "...the proposed district should be evaluated to insure that possible projects will not encourage additional traffic impacts upon residential areas..." The applicants, working with the City, have devised a traffic calming plan to mitigate impacts on Gold Street and Sewall Street which may be considered by the Board of Mayor and Aldermen.

From a technical perspective, the petition may be forwarded to the Board of Mayor and Aldermen for consideration. Consistent with the policy for rezoning petitions, the planning staff is providing a copy of the petition to the Planning Board, the Building Department and the Office of the City Solicitor for comment.

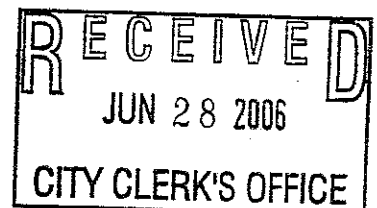
I will be available for any questions that the Board may have.

Sincerely,



Robert S. MacKenzie, AICP  
Planning Director

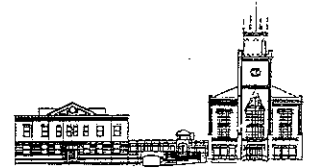
C: Planning Board  
Office of the City Solicitor  
Building Department  
Economic Development Office  
One City Hall Plaza, Manchester, New Hampshire 03101  
Phone: (603) 624-6450 Fax: (603) 624-6529  
E-mail: [planning@ManchesterNH.gov](mailto:planning@ManchesterNH.gov)  
[www.ManchesterNH.gov](http://www.ManchesterNH.gov)





# CITY OF MANCHESTER

## Manchester Economic Development Office



August 3, 2006

Honorable Board of Mayor and Aldermen  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

RE: Proposed Amendment to Zoning Map – Gold Street

Honorable Board Members:

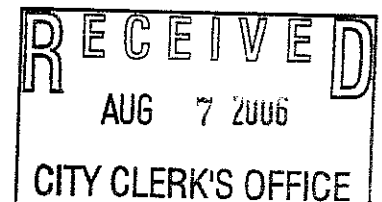
This to recommend the extension of the B-2 Zoning District to encompass the former Associated Grocer's Site, 725 Gold Street and an adjacent parcel. The proposed redevelopment of the Associated Grocers site into a new Home Depot store is projected to cost over \$21,000,000 and generate \$193,000 in new property tax revenue to the City annually. In addition the project will allow Home Depot to expand in the City of Manchester, rather than relocating out-of-town. The existing space leased by Home Depot is in great demand by quality national retailers and will be redeveloped in short order.

In addition GFI/Home Depot development venture is contributing \$4,000,000 to the Gold Street Improvement Project. This project will widen and/or bypass narrow portions of Gold Street and improve and signalize neighborhood street intersections resulting in improved traffic flow, increased safety, curbside visitor parking, sidewalks and landscaping. This improvement to Gold Street will enable the City to entertain additional retail zoning requests near the Associated Grocer/Home Depot site which could generate significant additional investment and new property tax revenue while reducing industrial traffic truck traffic in the area. Based on acreage and lot coverage projections, the City could realize as much as \$184,000 in additional new property tax revenue from future adjacent retail development. In addition, the City could negotiate to recover a portion of the City's Gold Street improvement costs from future developers.

The Gold Street site is adjacent to the growing and successful South Willow Street retail district in close proximity to residential neighborhoods. Industrial truck traffic is incompatible with consumer and neighborhood traffic automobile. In my recommendation that the highest and best use of this site is retail, not industrial.

Sincerely,

Paul J. Borek  
Economic Development Director



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To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Bills on Second Reading respectfully recommends, after due and careful consideration, that Ordinance:

“Amending the Zoning Ordinance of the City of Manchester by extending the R-3 (Urban Multi-family) zoning district to include property currently zoned R-1B (Single-family) located on a portion of Tax Map 691 Lot 143-1 that will be on the north side of a proposed Gold Street Bypass and adjacent to Bradley Street and the New St. Augustin’s Cemetery

ought to pass.

*(Aldermen Duval, Lopez, Garrity, and Pinard recorded in favor; Alderman Gatsas opposed)*

IN BOARD OF MAYOR & ALDERMEN

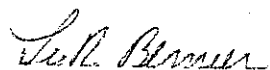
DATE: September 5, 2006

ON MOTION OF ALD. Garrity

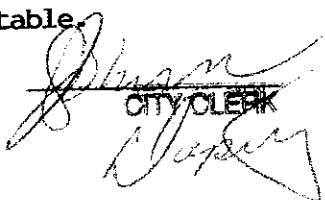
SECONDED BY ALD. Smith

VOTED TO table.

Respectfully submitted,



Clerk of Committee



CITY CLERK

# City of Manchester New Hampshire

*In the year Two Thousand and Six*

## AN ORDINANCE

"Amending the Zoning Ordinance of the City of Manchester by extending the R-3 (Urban Multi-family) zoning district to include property currently zoned R-1B (Single-family) located on a portion of Tax Map 691 Lot #143-1 that will be on the north side of a proposed Gold Street Bypass and adjacent to Bradley Street and the New St Augustin's Cemetery"

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

SECTION 1. Amending the Zoning Ordinance of the City of Manchester by extending the R-3 (Urban Multi-family) zoning district to include property currently zoned R-1B (Single-family) located on a portion of Tax Map 691 Lot #143-1 that will be on the north side of a proposed Gold Street Bypass and adjacent to Bradley Street and the New St Augustin's Cemetery and being more particularly bounded and described as follows:

Beginning at a point at the centerline of Bradley Street at a point opposite the property lines of New Beech Hill Development Company, LP (TM 691-15A) and the Diocese of Manchester (shown on a subdivision plan approved by the Planning Board on February 23, 2006 as TM 691-143-1), said point being on the zone boundary line of the R-3 (Urban Multi-family) district and the R-1B (Single-family), prior to this amendment;

Thence, westerly across the Right of Way of Bradley Street and continuing along the northerly boundary of said property of the Diocese of Manchester TM 691-143-1, said line also being the zone boundary line between the R-3 (Urban Multi-family) district and the R-1B (Single-family), prior to this amendment, approximately 1206 ft. to a point;

Said point being the end of the northerly boundary of the Diocese of Manchester TM 691-143-1, and at the intersection with the following properties: TM 691-143, TM 691-135, TM 691-136 and TM 691-15A;

Thence, southerly along the boundary of property of the Diocese of Manchester TM 691-143-1 a distance of 285.94 ft. to a point;

Thence, easterly along the boundary of property of the Diocese of Manchester TM 691-143-1 a distance of 295.71 ft. to a point;

Thence, southerly along the boundary of property of the Diocese of Manchester TM 691-143-1 a distance of approximately 130 ft. to a point, said point being on the edge of the proposed Right of Way of the Gold Street Bypass;

Thence, easterly across the Right of Way of the Gold Street Bypass to the centerline of said Bypass a distance of approximately 30 feet to a point;

# City of Manchester New Hampshire

*In the year Two Thousand and Six*

## AN ORDINANCE

"Amending the Zoning Ordinance of the City of Manchester by extending the R-3 (Urban Multi-family) zoning district to include property currently zoned R-1B (Single-family) located on a portion of Tax Map 691 Lot #143-1 that will be on the north side of a proposed Gold Street Bypass and adjacent to Bradley Street and the New St Augustin's Cemetery"

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

Thence, northeasterly and easterly along the centerline of the Right of Way of the Gold Street Bypass as extended to the centerline of Bradley Street a distance of approximately 1,017 feet to a point;

Thence northerly along the centerline of Bradley Street to a point opposite the property lines of New Beech Hill Development Company, LP (TM 691-15A) and the Diocese of Manchester (TM 691-143-1) a distance of approximately 324 feet to a point, said point also being the point of beginning.

Said description meaning to include a portion of property of the Diocese of Manchester (shown on a subdivision plan approved by the Planning Board on February 23, 2006 as TM 691-143-1) consisting of approximately 8.1 acres of private land, to be rezoned from the R-1B (Single-family) zoning district to the R-3 (Urban Multi-family) zoning district, after this amendment.

SECTION II. Resolve this ordinance shall take effect upon passage.

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Robert S. MacKenzie, AICP  
Director

# CITY OF MANCHESTER

## Planning and Community Development

Planning  
Community Improvement Program  
Growth Management



Staff to:  
Planning Board  
Heritage Commission  
Millyard Design Review Committee

July 20, 2006

Honorable Board of Mayor and Aldermen  
City Hall  
One City Hall Plaza  
Manchester, New Hampshire 03101

*re: Rezoning of Diocese Property behind Gold Street*

Honorable Board Members:

This is to submit a request for rezoning for a portion of the Diocese Property adjacent to the proposed Gold Street Bypass from a single-family district (R-1B) to a multi-family district (R-3). The agreement that the Board recently acted upon called upon the City to initiate this rezoning. The Diocese has offered to donate the land necessary to create the new Gold Street Bypass as part of an overall plan to mitigate traffic in the area.

As this rezoning and the subsequent dedication of street area is necessary to complete the traffic improvements, it may be appropriate for the Board to time the final action on the rezoning of the Associated Grocers site with the rezoning of the Diocese property to insure that the creation of the Bypass is feasible.

From a technical standpoint, the Diocese rezoning is an extension of an existing multi-family zoning district and there are no other specific issues to preclude the rezoning to proceed to public hearing.

If you have any questions, I will be available at your next meeting.

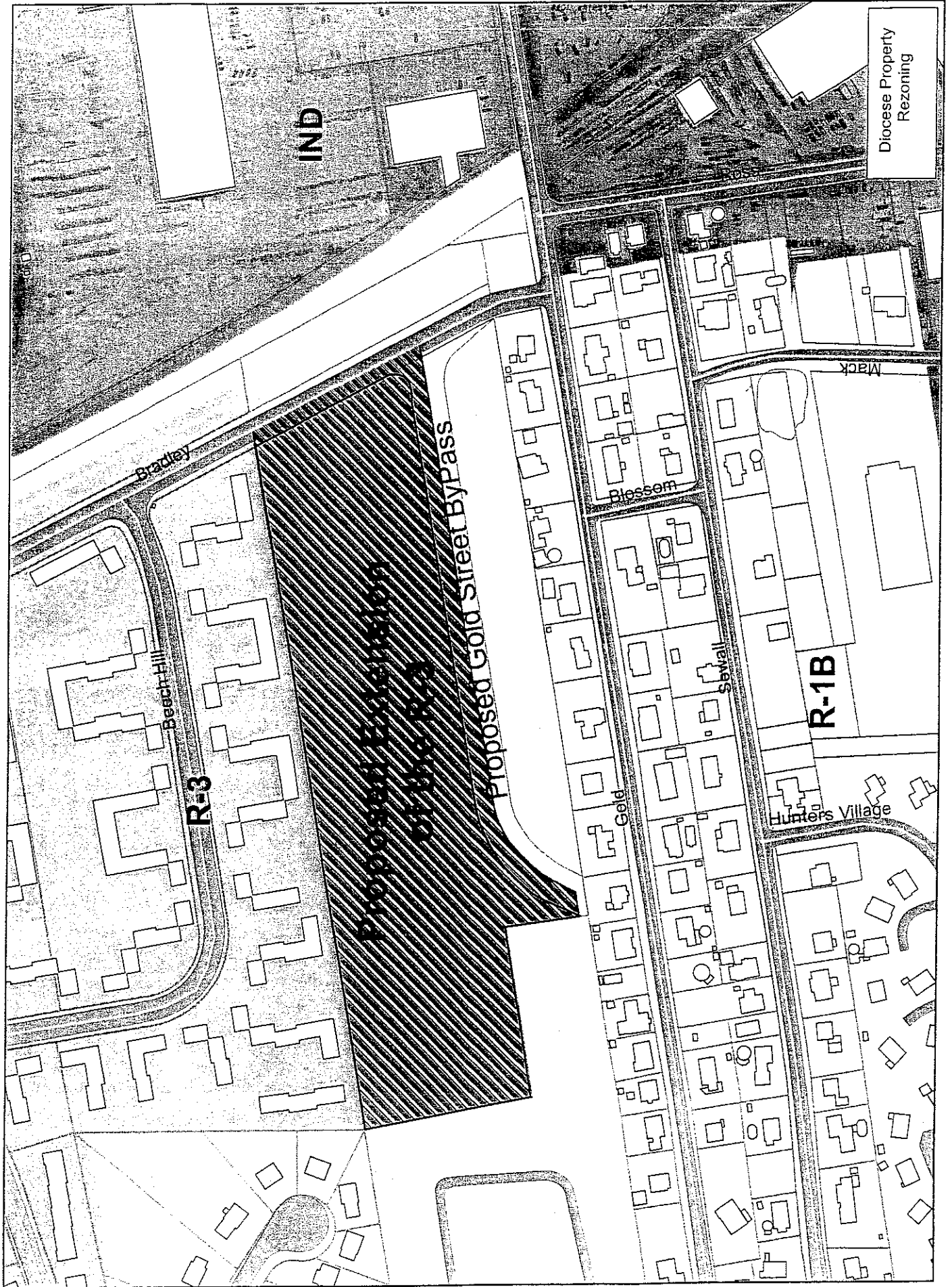
Sincerely,

Robert S. MacKenzie, AICP  
Director of Planning & Community Development

C: Planning Board  
Building Department  
Brad Cook  
Tom Arnold  
Paul Borek

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One City Hall Plaza, Manchester, New Hampshire 03101  
Phone: (603) 624-6450 Fax: (603) 624-6529  
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# CITY OF MANCHESTER

## Manchester Economic Development Office



August 3, 2006

Honorable Board of Mayor and Aldermen  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

RE: Proposed Amendment to Zoning Map – Diocese Property Behind Gold Street

Honorable Board Members:

This is to recommend that the R-3 Zoning be extended south to encompass a 9-acre parcel created by the Manchester Diocese donation of right-of-way for the proposed Gold Street Bypass. The remaining Diocese property, between the new Gold Street Bypass and existing single family homes will retain single family zoning allowing for a compatible buffer between existing homes and the proposed Bypass.

By donating the requested right-of-way, the Manchester Diocese enabled the City of Manchester, with the generous assistance of Home Depot, to solve a decades old traffic problem in the Gold Street neighborhood. Without the Diocese donation of right-of-way, further redevelopment of the Gold Street would be prohibited. Doing so allows Home Depot to expand, create new property tax revenue and allows other retailers to expand in or relocate to adjacent parcels the City of Manchester.

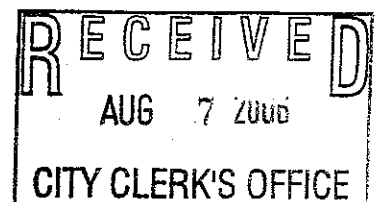
The Global Economic Development Strategy prepared by AngelouEconomics recommends that the City of Manchester “promote diverse housing that is affordable for local workers”, noting the following excerpt from the National League of Cities (<http://wwwnlc.org>):

*Local governments are responsible to their residents for maintaining communities where their people can live, work, enjoy recreational activities, and access services. Affordable housing, comprehensive community development, and well-planned and coordinated land use foster communities that are vibrant, diverse and sustainable. Further, these are critical components to the economic vitality of communities and local economic regions for creating jobs and increasing municipal tax base.*

While this parcel is being considered for market rate development, Manchester’s growing employee base in The Millyard, Downtown and throughout the City includes skilled technology and financial service professionals who need housing appropriate to their desires, lifestyle and budgets. New Hampshire business leaders and demographic experts have articulated concerns about maintaining sufficient housing availability for the demand of a growing business economy. The requested rezoning helps to address the need for housing to accommodate the growing Manchester employment base. For these reasons, your approval of this request is recommended.

Sincerely,

Paul J. Borek  
Economic Development Director



One City Hall Plaza, Manchester, NH 03101 Phone (603) 624-6505 Fax (603) 624-6308  
E-mail: [econdev@ci.manchester.nh.us](mailto:econdev@ci.manchester.nh.us) [www.ci.manchester.nh.us](http://www.ci.manchester.nh.us)

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